

Lucio Celli

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Wappingers Falls, NY 12590
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July 10, 2025

Your Honors, Pres Trump, AG Bondi and congress .

Docket 24-cv-9743/25-cv-2031

Re: Clarity retro and illegally detention

Your Honors, Pres Trump, AG Bondi, Congress, :

Even though the UFT and the DOE made retro and illegal detention as one issue, they are not.

Evidence transcript, audios and Engelmayer's emails

As the DOE cannot claim that their knowledge came from a crystal ball , as the statute is clear that they are notified **ONLY** when a person is **FINGER PRINTED**

Although the UFT and the DOE treated retroactive pay and illegal detention as a single issue, they are, in fact, separate matters.

Regarding retroactive pay, Sharika Prime received her retro payments in accordance with the CBA and NYC Admin Code, as I have previously argued. I have provided names, as well as references to emails and audio recordings, to support my claim of entitlement to wages already earned. However, these claims, along with relevant names, laws, emails, and audio evidence, were all omitted.

I also neglected to mention that we were both held without bail, yet she received her retroactive pay. This demonstrates that my efforts to prove I was illegally detained and should have been "on payroll" were not accurately represented by the UFT. I previously identified whom I pleaded with and referenced the email in question the other day.

Illegal detention is a separate, though closely related, issue because the UFT/DOE told me I needed to prove my illegal detention. I attempted to do so through my lawyers, Judge Donnelly, and Judge Engelmayer, providing evidence in the form of transcripts, audio recordings, and emails from Judge Engelmayer.

The DOE cannot claim that their knowledge came from a "crystal ball," as the statute clearly states that they are only notified when a person is fingerprinted.

Respectfully,

Sincerely,
Lucio Celli

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

2024-cv-09743 (SDNY) Current case but Randi Weingarten criminal conduct is being vexatious and now Cronan saying, “frivolous”

2022mc222 (2d Cir) vexatious by Wolfe, who loves that cash money
2017-cv-00234 (2d Cir) Wolfe covered up for Randi Weingarten and Cogan in stealing wages
18-cv-3230 (2d Cir) vexatious by Wolfe, who loves that cash money
21-cr-1760 (2d Cir) did not rule or address it –Wolfe switched transcript to protect Engelmayer
15-cv-3670 (EDNY) no longer Cogan and now a Gillbrand judge
22-mc3238 (2d Cir) vexatious by Wolfe, who loves that cash money
21-cv-10455 (SDNY)—did not rule or address it
22-cv-2353 (SDNY) did not rule or address it
25-cv-3890 (EDNY)—open and before Engelmayer—who needs to be impeached for politically misusing his office for Randi Weingarten
22-cv-2354 (SDNY)- did not rule or address it
22-cv-4646 (SDNY) did not rule or address it
22-cv-6542 (SDNY) did not rule or address it
22-CV-6535 (SDNY) did not rule or address it
24-cv-7442 (SDNY) did not rule or address it and Gillbrand judge
24-cv-2031 (SDNY)—current case with Lehrburger with it being frivolous and vexations
25-cv-4505 (SDNY)—current case but a new Schumer judge (I am sorry, I am being lazy not to look up Your Honor’s came)—no statement yet, but I predicted the same outcome for Randi Weingarten, as she is allowed to committed any crime because she has Schumer

Lucio Celli,
Plaintiff,

v.

New York City et al,
Defendants.

MOTION FOR EVIDENTIARY HEARING-criminal support of NYC, UFT and Randi Weingarten in federal court with Your Honors support—evidence and witnesses of their crimes in front of your eyes have been willfully ignored , and is it a crime for Your Honors under 18 USC § 371, but for sure misconduct under Judicial Misconduct Act of 1980 (Watergate/ US v Nixon (which is about partisan misuse of position) and this supports Congress’ Bill—I believe—for Rouge judges and relates to Engelmayer’s ruling against Pres Trump with the

crimes for NYC, the UFT and Randi Weingarten were done by Engelmayer (his emails and rulings -DOE's prior knowledge and conceal Randi's criminal conduct in Engelmayer's courtroom and obstruction by Clerk Wolfe

UNDER FEDERAL RULES OF CIVIL PROCEDURE AND DUE PROCESS CLAUSE

Fuck the money, I was nearly fucking raped again and I want to know if what Cudina said is fucking true

**UNDER THE ALL WRITS ACT, 28 U.S.C. § 1651(a)
TO ENFORCE ORDER OF THE HON. PAUL A. ENGELMAYER
AND EXPOSE FRAUD ON THE COURT UNDER 18 U.S.C. § 371**

Please Take Notice, these Cartel members have helped to protect Randi Weingarten—as quote to me by Officer Cudina in a Medicaid cab

Cartel members: Engelmayer,¹ Seibel, Taylor-Swain, Rearden, Donnelly, Lehrburger, Cronan based on current statements, and Judge Frank of NYS² with Clerk Wolfe saying this is frivolous like Lehrburger but Marrero said it was crime

Dear Pres Trump, Hon. Roberts, Hon. Livingston, AG Bondi, Congress³ and Hon. Gleason:

TO THE HONORABLE COURT:

Plaintiff respectfully moves this Court, pursuant to **Federal Rules of Civil Procedure 16, 43(c), 52(b), and 60(b)(6) and (d)(3)**, and the **Fifth and Fourteenth Amendments of the United States Constitution**, for an **evidentiary hearing** to determine why this Court and its officers have allowed the **United Federation of Teachers (UFT), Randi Weingarten, and the City of New York** to continue engaging in criminal conduct, including:

- **Wage theft and pension theft** in violation of federal and state labor laws;
- **Conspiracy against civil rights under 18 U.S.C. § 241;**
- **Fraud upon the court and suppression of material evidence;**
- **Obstruction of justice** by judicial officers who ignored, concealed, or suppressed the underlying record to protect politically connected actors.

¹ Asked each time and ignored each time

² It appears, limited public information, Frank, Schumer and Randi were a possible trio in the early 2000s

³ Rep Green, Randi Weingarten should have been terminated for what she did to me and the City help—3020a is clear—help me make Randi's criminal conduct public, please

I. FACTUAL BACKGROUND

1. Plaintiff has presented evidence—including **audio recordings, emails, benefit records, and court orders**—showing that the UFT, Randi Weingarten, and the NYC Department of Education **knowingly deprived Plaintiff of earned wages and pension contributions**, in retaliation for protected activity and with full knowledge of falsified disciplinary processes.
 2. **Judge Engelmayer’s order**, issued in [insert date], acknowledged that the proceedings used to justify Plaintiff’s removal and benefit denial were legally defective and improper. Despite this, **the order was not enforced**, and instead, evidence was **intentionally suppressed**.
 3. Plaintiff has submitted **audio evidence and sworn statements** confirming that officers of the DOE and Probation Department acknowledged:
 - The falsity of the discipline;
 - The denial of retroactive benefits unless Plaintiff could “prove” illegal detention;
 - That **judges including Magistrate Lehrburger and Chief Judge Livingston were protecting Randi Weingarten** for political reasons.
 4. **No evidentiary hearing has ever been granted**, despite:
 - Material factual disputes;
 - Ongoing harm (e.g., medical injury due to loss of HIV treatment);
 - Compelling audio and documentary evidence demonstrating a cover-up involving federal and municipal actors.
-

II. LEGAL STANDARD

An **evidentiary hearing** is required where:

- Material facts are in dispute (*United States v. Raddatz*, 447 U.S. 667, 680–81 (1980));
- Allegations of **fraud, misconduct, or retaliation** arise under Rule 60 or 28 U.S.C. § 636(b)(1)(C);
- A party is deprived of constitutional rights without an opportunity to present and confront evidence (*Mathews v. Eldridge*, 424 U.S. 319 (1976); *Goldberg v. Kelly*, 397 U.S. 254 (1970)).

Moreover, suppression of evidence to protect favored individuals constitutes **fraud upon the court**, triggering relief under **Rule 60(d)(3)**. See *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944).

III. REQUEST FOR HEARING

Plaintiff hereby requests an **immediate evidentiary hearing** on the following issues:

1. **Why are UFT, Randi Weingarten, and NYC permitted to commit wage and pension theft** in violation of federal law without judicial accountability?
 2. **Why has this Court suppressed and disregarded audio recordings, judicial orders, and admissions from government officials** proving conspiracy and retaliation?
 3. **Why have judicial officers actively concealed violations of 18 U.S.C. § 241**, including the right to fair proceedings, equal protection, and access to court?
 4. **Why has no evidentiary hearing been convened to examine these allegations**, despite Plaintiff's repeated and properly filed motions?
-

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests:

1. An **evidentiary hearing** on the unlawful conduct of the UFT, Randi Weingarten, and NYC, including all acts of wage theft, pension fraud, retaliation, and civil rights violations under 18 U.S.C. § 241;
 2. That this Court **review all audio recordings and documentary evidence** submitted or referenced in prior filings, including Judge Engelmayer's order and statements by DOE, UFT, and probation officials;
 3. That this Court **order production of all communications** between judicial officers and any party or attorney associated with Randi Weingarten, the UFT, or the City of New York;
 4. That any findings, sanctions, or dismissals previously issued without evidentiary development be vacated pursuant to **FRCP 60(b)(6) and 60(d)(3)**;
 5. Any further relief the Court deems just and proper to uphold the integrity of the judicial process.
-

Respectfully submitted,

DATED: [Date]

Respectfully submitted,

Lucio Celli

89 Widmer Road

Wappingers Falls, New York 12590

929-429-0155

Lucio.Celli.12@gmail.com

Certificate of Service

I hereby certify that on [Date], a copy of the foregoing Motion to [Specify Relief Sought] was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

[Attorney's Name]

From: TRSDisability TRSDisability@trs.nyc.ny.us
Subject: RE: [EXTERNAL] Norton--TRS requested information for their legal team
Date: May 6, 2024 at 12:04:17 PM
To: Lucio Celli enzo0mad@icloud.com
Cc: Beth A. Norton bnorton@uft.org

Good Afternoon,

The information given in the Collective Bargain Agreement, is regarding LODI and DOE leaves not Teachers' Retirement System pension benefits. Therefore, for your application for Accident Disability to be considered we require a DOE Accident Report.

Going forward any questions regarding your application should be put in writing and sent to our mailing address 55 Water St NY, NY 10041 or faxed to 212 918 9253.

From: Lucio Celli <enzo0mad@icloud.com>
Sent: Saturday, May 4, 2024 7:18 PM
To: Beth A. Norton <bnorton@uft.org>
Cc: TRSDisability <TRSDisability@TRS.NYC.NY.US>
Subject: Re: [EXTERNAL] Norton--TRS requested information for their legal team

ATTENTION: This email came from external source. Do not open attachments from unknown senders or click on links from unexpected emails

Thanks and I will mail it

On May 4, 2024, at 7:12 PM, Beth A. Norton <bnorton@uft.org> wrote:

You can submit the MOA, which is available on our website:

<preview.png>

[DOE-MOA](#)

[PDF Document - 1.6 MB](#)

The relevant provision is paragraph 10 on page 19

Beth A. Norton
General Counsel
United Federation of Teachers

On May 4, 2024, at 7:08 PM, Lucio Celli <enzo0mad@icloud.com> wrote:

WARNING:

This email originated outside of the UFT. Please **DO NOT CLICK links or attachments** unless you know the content is safe.

Dear Ms. Norton,

I appreciate your answer, which is the same answer that you provided two weeks ago. I was wrong about the timeframe being over a month. Maybe you missed the email from TRS and I have attached it because TRS requires their legal team to review it.

On May 4, 2024, at 6:05 PM, Beth A. Norton <BNorton@uft.org> wrote:

Mr. Celli,

I am not in receipt of a request from TRS. I can, however, confirm that the 2023 CBA does eliminate the requirement to complete the form OP200 for a LODI claim. I hope that is helpful.

Regards,

Beth A. Norton
General Counsel
United Federation of Teachers

On May 4, 2024, at 1:34 PM, Lucio Celli <enzo0mad@icloud.com> wrote:

WARNING:

This email originated outside of the UFT. Please **DO NOT CLICK links or attachments** unless you know the content is safe.

Ms. Norton,

A date of 10/19/23 is one of the dates and the new CBA doesnt require any report to fileMs. Bowens needs information because 10/19/23 would encompass all claims that I didnt get to talk about at the 3020a, which would have included all events for 2014.

I dont remember the timeframe, but it has been at least a month since she asked. If you have already sent, please inform me

If you could send what was requested by TRS (Ms. Bowens), so that their counsel could review this information and decide

Thanks

On May 4, 2024, at 11:26 AM, Lucio Celli <enzo0mad@icloud.com> wrote:

Dear Respect For All , FOIL of DOE, NYSED diversity Mr. Goulden (FOIL of Law Dept), Ms. Holland-Rudd, Ms. Hogan, Mr. Gerstenhaber, TRS, Mr. Yu, Ms. Vladeck, Chancellor Banks, and Ms. Vazquez: (one email to cover it all)

TRS: Could the emails to the upper DOE, DOI, and Law Dept count in replacement of OORS report? As those

emails were ALWAYS within the 24 hours, as this would show what Friedman's aide apologize for (could NOT list each incident, as too many to list) with Carter and Peters had the same knowledge as Friedman did.

Hogan—remember you said that the following could not be argued at 3020a because it had nothing to do with the charges, but there are all these case laws that state that 3020a forecloses all claims—tsk, tsk, tsk.....shame on you....you know what Taylor knows!

NYSED Diversity—Taylor knew about the case law because he taught this crap at the Scheinman Institute and Randi loves to retaliates in terms of money, according to Betsy Combier and this goes back to specific individuals in the case where Randi paid Judge Marrero 10,000 in case—add these issues to the complaint. Taylor did mention the DOE's prior knowledge and I do not remember if he mentioned the retro, but I believe that 9 months could be inferred that that is your judgement call.

Mr. Brown: This relates to your email to Hon. O'Donnell (grievances that you provided)—the missing information relates to 9 months of pension and, in part, to the retro because the first statement by the UFT/DOE—if you could prove that you were illegally detained, then you could have your retro AND THEN, the answers become truly

outrageous, as I did not remember at the time because it was in the original PERB charge, but this issue was emailed to PERB, DOE, the federal judges—I don't know off hand if you were on those emails, to the judges, but Judge Engelmayer and I were going to have hearing about this and he informed me that I annoyed very important people within the judicial system that they have very important jobs— — according to Engelmayer, I sent over 100 emails and according to Gerstenhaber the exact number was 106 with him lying saying that I cursed at him—I was hoping for 1,000 ...I didn't write any emails to him but he was cc'ed on them and I believe you were too—yet, he made it appear that I wrote those emails to him. He was not happy with me because he kept on ringingThe UFT and DOE annoys me and I have let the judges know because the DOE told me that Randi controls the courts. BUT, I was nice to the judge and I didn't say "no shit Sherlock or that's why f'ing emailed them, you bastard (I thought it, but I controlled my mouth)—and the judge praised me for being calm and I didn't take any anxiety meds and now I had them...but my lawyer and the judge with AUSA said the meds were workingwhatever, as they can think and believe whatever they want. This is growth for me and I should get a round of applause for showing growth—maybe, you needed to laugh! Please remember that the Board has overruled

precedent penalizing both labor and management for failing to recite a precise formula of words in its pleadings when the essence of the claim or defense is clear from the pleadings, See *County of Nassau*, 49 PERB ¶ 3001 (2016) (management mislabeling defense of “duty satisfaction” as one of “waiver” not fatal); *County of Suffolk*, 49 PERB ¶ 3005 (2016) (reversing an ALJ’s finding that a union had failed to timely plead repudiation as an improper practice when it asserted a contractual claim, only to be met with a deferral claim). We could ask, Mr. Wirenius because this is what he said at “Taylor at 50 in 2018”—he goes into depth!

I already asked Ms. Vazquez and she is always truthful and has helped me, but I require much more than what she has the power to do

For everyone: Attached are my OORS report that I did not file at the time because I was dealing with the games of the DOE and the UGT . This letter is twofold, one is to file my OORS statement and FOIL request of Friedman’s emails from Nov 1. 2017 to Dec. 9, 2017 with Friedman’s email because his aide admitted to mental stress that the DOE and the UFT placed me under that caused this situation. In addition, DOE’s prior knowledge of my illegal arrest that they participated in because I lost 9 months of pension credit or

more time because procedures were not followed I should have had more time—whether it was a week or more because I do know know how long hearing would have taken ---, which relates to anytime I apply for my pension with the fact that anytime I apply: the issue of retro wages with lost of 9 months of wages will impacts my finial pension amount. I do not if I will be approved for ordinary or accidental disability pension now (because the issue is statutory) or if I must to wait until 55 or older to file for my pension benefits. Either way, these issues come back into play because of pension)

Before I move on:

- 1) I cc'ed the Law Dept because they said that I could not contact the DOE because they are represented, but the issue here is filing for pension
- 2) The issue that Ms Radix is personal lawyer for Banks, per statute
- 3) Her conduct and the conduct of Gerstenhaber is retaliatory—covered under the Charter and NYC's laws--because I complained about her criminal conduct to the state and city council with fact that she FAILED to train Gerstenhaber and Yu with the fact that Mincucci wrote the manual for 1983 claims

Moreover, I did not file an OORS report at the file— —I did

email Carter, Jackson-Chase, Guerra Nathan, Vladeck, Farina, Porter, Caranza, and Banks about the issues contained within the OORS report and things that are not within OORS report BUT related to the admission by Friedman's aide to me at the PEP and I believe all PEP meetings that I appeared at should be included

Records Access Officer:

Under the provisions of the New York Freedom of Information Law, Article 6 of the Public Officers Law, I hereby request records or portions thereof pertaining to

Howard Friedman's emails from Nov. 1, 2017 to Dec. 9, 2017 to his aides and PEP members

Especially, those surrounding my appearance at the PEP meeting that

Friedman had me muted due to his gross misconduct that involved an AP smoking weed with a child and getting him a motel room for a week——please see the PEP's public meeting of Nov 2017 where my microphone was muted because he wanted to cover up his gross misconduct.

I also include Mr. Carter of Law Dept, Mr. Goulden because Carter was also included in all emails...the same timeframe...with I hope you do not play the same game because it is a policy that you would have violated if Mr. Gerstenhaber did not find them

I also include Mr. Peters of DOI, Ms. Holland-Rudd because he was included in all emails, too. The same timeframe. I hope that you do not play the same game as the Law Dept played

As you know, the Freedom of Information Law requires that an agency respond to a request within five business days of receipt of a request. Therefore, I would appreciate a response as soon as possible and look forward to hearing from you shortly. If for any reason any portion of my request is denied, please inform me of the reasons for the denial in writing and

provide the name and address of the person or body to whom an appeal should be directed.

Mr. Gerstanhaber, does this show that I have a need and a future need?

To everyone: Lastly, if I am not around...my brother has my power of attorney so please include him until further notice gmcelli@verizon.net

—

To Everyone:

Please email my brother and I, if there is an appeal needed to be filed

Please email my brother, TRSDisablity@trs.nyc.ny.us and me the information—if the emails are provided

Lucio Celli

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signed_injury.pdf
27.9 MB

<RE accident report .pdf>

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contain confidential information intended solely for the addressee, you are notified that any disclosing, copying, downloading, distributing, or retaining of this message and any attached files beyond their intended use is prohibited and may be a violation of state or federal law. If you received this message in error, please notify the sender by reply mail, and delete the message and all attached files. If you are the addressee, you are required to delete the message and all attached files at the end of their intended use.

MEMORANDUM OF AGREEMENT (the "MOA" or "Agreement") entered into this 13th day of June, 2023 by and between the Board of Education of the City School District of the City of New York (the "Board") and the United Federation of Teachers, Local2, AFT, AFL-CIO (the "Union") modifying certain collective bargaining agreements between the Board and the Union that expire on September 13, 2022, as set forth more particularly below.

1. INTRODUCTION

The collective bargaining agreements between the Board and the Union which expired on September 13, 2022, covering the titles and/or bargaining units set forth in paragraph 3, below, shall be succeeded by successor agreements that shall continue all their terms and conditions except as modified or amended below.

2. DURATION

The terms of the successor agreements shall be from September 14, 2022 through November 28, 2027.

3. WAGES

Salaries and Rates of Pay

The salaries and rates of pay for the employees in the bargaining units covered by this Agreement are set forth in and attached hereto as Appendix A. They cover the following titles and rates of pay:

1. Teacher
2. Teacher's Assistant
3. Teacher Aide
4. Educational Assistant
5. Educational Assistant A - I
6. Educational Assistant A - II
7. Educational Assistant B
8. Educational Associate
9. Auxiliary Trainer
10. Bilingual Professional Assistant
11. Guidance Counselor
12. School Psychologist and School Social Worker and related titles
13. School Secretary and related titles
14. Laboratory Specialist and Technician
15. Mental Health Worker
16. Attendance Teacher
17. Bilingual Teacher in School and Community Relations
18. Education Administrator
19. Education Analyst/Officer
20. Associate Education Analyst/Officer
21. School Medical Inspector
22. Director and Assistant Director of Alcohol and Substance Abuse Programs
23. Registered Nurse, Occupational Therapist, Physical Therapist and related titles
24. Supervising Nurse, Supervising Physical Therapist and Supervising Occupational Therapist
25. Adult Education Teacher

26. Sign Language Interpreter
27. Occasional Per Diem Teacher
28. Occasional Per Diem Secretary
29. Occasional Per Diem Paraprofessional
30. Educational Associate A
31. Auxiliary Trainer A
32. Educational Associate B
33. Auxiliary Trainer B
34. Per Session Rate
35. Coverage Rate
36. Shortage Rate
37. Daily Training Rate
38. Staff Development Rate
39. Peer Collaborative Teacher Additional Compensation
40. Teacher Ambassador Additional Compensation
41. Master Teacher Additional Compensation
42. Model Teacher Additional Compensation
43. Teacher Development Facilitator Additional Compensation
44. Teacher Team Leader Additional Compensation
45. Administrative Education Analyst/Officer
46. Audiologist-UFT
47. Speech Language Pathologist, SLP Speech Teacher, and Speech Teacher-Provider, Speech Evaluator
48. Lead Educational Associate

Ratification Bonus

Full time UFT represented employees shall receive a lump sum \$3,000, prorated for other than full time employees. DOE will make best efforts to pay the Ratification Bonus as soon as practicable by September 29, 2023, to all eligible employees on payroll (i.e., active status, military leave with pay, and Parental Leave) as of June 27, 2023. The Ratification Bonus shall be pensionable.

Annual Retention Payment

Full time UFT represented employees shall receive an Annual Retention Payment according to the schedule below. The payment amount will be determined by the time worked from April 1st of the previous year to March 31st of the Annual Retention Payment year (the "Look-Back Year"). Employees who worked less than full time and/or who were on payroll less than the full Look-Back Year shall receive a prorated Annual Payment provided they worked a minimum of 30 days during the Look-Back Year. Per-diem employees receive a pro rata amount provided they worked a minimum of 30 days in the Look-Back Year. The Annual Retention Payment will be issued as a lump-sum in a separate deposit on or about May 1 of each year to all eligible employees on active payroll as of April 1.

May 1, 2024	\$400.00
May 1, 2025	\$700.00
May 1, 2026	\$1,000.00

May 1, 2027 \$1,035.00

The annual payment shall be recurring and, effective on May 1, 2026, is subject to collective bargaining increases.

Employees not on payroll on April 1 who return to payroll within three (3) years will receive the Annual Retention Payment on or about May 1 of the following year. Employees who do not return to payroll within three (3) years of an Annual Retention Payment date forfeits the payment.

Parental Leave is considered on payroll for the purpose of eligibility for the Annual Retention Payment. Employees who were on Parental Leave during a Look-Back Year will receive their full entitlement. The portion of the Annual Payment attributable to the Parental Leave will be paid by the Parental Leave Fund as administered by the UFT Welfare Fund, at no additional cost to the City/Board.

The Annual Payment shall not be pensionable, and the parties will take all necessary steps to ensure the non-pensionability.

4. LONGEVITY INCREMENTS

All longevity, step increments, differentials and other rates of pay not otherwise covered in APPENDIX A or elsewhere in this Agreement, shall be increased by an amount consistent with the increase in the shortage area rate set forth in APPENDIX A, unless explicitly excepted.

5. WORKDAY

Teachers

Amend Article 6, the 2015 Paperwork Reduction Standards, and all other applicable agreements as follows:

B. Pilot Workday

1. Detailed below are the terms for a three (3) year pilot to occur during 2023-2024 through 2025-2026 school years only provided the parties agree upon the school calendars for those school years. Should the parties wish to continue this model, they must agree in writing to do so by April 1, 2026. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 6A of the UFT - Board ("DOE") collective bargaining agreement covering Teachers and the corresponding provision of the other UFT-DOE collective bargaining agreements.

a. Default Workday Configuration for Teachers:

Unless modified through a School-Based Option ("SBO") pursuant to Article 8B, the following shall apply to Teachers in Single Session Schools:

(1) The school day shall be 6 hours and 20 minutes Monday through Friday and the day shall start no earlier than 8:00 a.m. and end no later than ~~4:00~~ 3:45 p.m. The parties have agreed to repurpose the one hundred fifty (150) minutes per week of extended time and all faculty and grade conference time (which equals 155 minutes per week) be used as follows:

(a) On Mondays when school is in session there will be a ~~80~~ 60-minute block of Professional Development immediately following the conclusion of the school day. Professional Development shall be collaboratively developed by a school based committee as set forth below in section b of this section

B(1). If less than the entire ~~80~~ 60-minute period is taken up by Professional Development activities, then the time will be utilized for Other Professional Work as set forth below.

(b) On Tuesdays when school is in session there will be a ~~75-minute block immediately following the conclusion of the school day that consists of 40-minutes for Parent Engagement activities as set forth below in section c of this section B(1), immediately followed by a 35~~40-minute block for Other Professional Work activities as set forth in Section D of this Article ~~below in section c of this section B(1).~~

Amend Article 6B1d to include:

Add the following to list of OPW activities: IEP conferences can be scheduled during the 40-minute block of Tuesday OPW time.

(c) Each week there shall be 55 minutes for Parent Engagement activities as set forth below in section c of this section B(1). Teachers can choose from the listed activities over the course of the year and shall be permitted to work remotely. The 55 minutes of Parent Engagement need not be performed consecutively. Teachers and paraprofessionals will regularly record and submit documentation identifying the remote Parent Engagement time and activities using a paper form (see sample Parent Engagement Log below). If teachers and paraprofessionals use school approved digital systems that track Parent Engagement time, that will be considered sufficient documentation and a paper form will not be required for that time. If less than the entire 55-minutes of Parent Engagement time is taken up by Parent Engagement activities, then the remaining time will be utilized for Other Professional Work as set forth Section D of this Article and may be done remotely.

(ed) On citywide professional development days:

- i. The workday shall be 6 hours and 50 minutes.
- ii. For single session schools, the day shall have the same start time as instructional days.

(e) High Schools: In single session K-12, 6-12 and high schools, the day will start no earlier than 8:00 a.m. and end no later than A) 4:20 p.m on Mondays and Tuesdays and (B) 3:45 p.m. Wednesdays through Fridays.

Amend Article 6 as follows:

Multi-Session and other Schools using 6:50 minute School Day:

One professional activity period per week shall be converted to self-directed Other Professional Work as set forth section in Article 6.

Parent engagement shall be added to the Professional Activity Menu for all schools.

After school Faculty and Grade conferences: In November, December, March, and May there shall be one faculty and one grade conference, each 40 minutes. In October, January, February and April, there shall be one 40-minute faculty or grade conference and teachers shall have 40 minutes for Parent Engagement Activities. The 40 minutes of Parent Engagement need not be performed consecutively. If less than the entire 40 minutes of Parent Engagement time is taken up by Parent Engagement activities,

then the remaining time will be utilized for Other Professional Work as set forth Section D of this Article and may be done remotely.

Teachers can choose from the listed activities over the course of the year and shall be permitted to work remotely. The 40 minutes of Parent Engagement need not be performed consecutively.

Teachers and paraprofessionals will regularly record and submit documentation identifying the remote Parent Engagement time and activities using a paper form (see sample Parent Engagement Log below). If teachers and paraprofessionals use school approved digital systems that track Parent Engagement time, that will be considered sufficient documentation and a paper form will not be required for that time.

Paraprofessionals:

Article 4B2 amended as follows:

2. Detailed below are the terms for a ~~two (2) year pilot to occur during the 2014-2015 and 2015-2016~~ three (3) year pilot to occur during the 2023-2024 through 2025-2026 school years only provided the parties agree upon the school calendars for those school years. Should the parties wish to continue this model, they must agree in writing to do so by ~~May 15, 2016~~ April 1, 2026. If no such agreement is reached, the workday shall automatically revert to the provisions of Article 4(B)(1).

a. Unless modified through a School Based Option ("SBO") pursuant to Article 8B of the collective bargaining agreement between the UFT and the Board covering teachers (the "Teachers' CBA"), the following shall apply to Paraprofessionals in Single Session Schools:

(1) Paraprofessionals shall have the same default workday as teachers in single session schools (as set for in Art. 6, Sec. B(1)(a) of the Teachers' CBA), except that on Tuesdays when school is in session paraprofessionals shall only be required to work a ~~70~~ 35-minute block immediately following the conclusion of the school day.

Paraprofessionals can choose from the listed activities over the course of the year and shall be permitted to work remotely. The 55 minutes of Parent Engagement need not be performed consecutively.

Teachers and paraprofessionals will regularly record and submit documentation identifying the remote Parent Engagement time and activities using a paper form (see sample Parent Engagement Log below). If teachers and paraprofessionals use school approved digital systems that track Parent Engagement time, that will be considered sufficient documentation and a paper form will not be required for that time.

Add the following to list of OPW activities: IEP conferences can be scheduled during the 35-minute block of Tuesday OPW time.

In the event a teacher or paraprofessional fails to satisfactorily complete Parent Engagement activities remotely, the Board may, upon one (1) week's written notice, revoke the ability to perform this work remotely for no longer than the length of a term, during which time the employee will report in person

for a 55-minute block of Parent Engagement on Wednesdays immediately following the conclusion of the school day.

*This is a possible format for briefly logging Parent Engagement time.
Paperwork Standard 5 will be updated to reflect this sample log.*

Sample Parent Engagement Log

Date and Time	Activity	Student/Family	Topic Issues Discussed
	<ul style="list-style-type: none"> ○ Meetings (individual or group) with parents or guardians ○ Telephone conversations with parents/guardians ○ Written correspondence with parents or guardians ○ Creating Newsletters ○ Creating content for school/class websites and answering machines ○ Preparing student report cards ○ Preparing student progress reports ○ Meetings with parents of English Language Learners ○ Preparing for Parent Engagement activities ○ Other mutually-agreed upon items 		
9/15/2023 6 PM – 6:30 PM	○ Telephone conversations with parents/guardians	Student Name	Progress on reading and reading recommendations

Pre-Approved School-Based Options (“SBO”)

Amend Article 6B1f:

f. School-Based Options (“SBO”):

In addition to the above-described default schedule, the following configurations of the workday shall be approved by the President of the UFT and Chancellor if the other requirements of the SBO process as set forth in Article 8B of this Agreement. The start and end time of the workday shall be specified in each of the SBOs. The following SBOs are pre-approved and except as indicated in the SBO all other

contractual rules apply. On an annual basis, the parties may agree to expand the pre-approved SBO options.

Pre-Approved Single Session School Based Options:

- 1) 60/40 in the AM Option:
 - (a) The school day shall be 6 hours and 20 minutes.
 - (b) There shall be four (4) 3-hour evening parent teacher conferences (September, November, March and May).
 - (c) On Monday there shall be a 60-minute Professional Development period immediately preceding the start of the school day. If less than the entire 60-minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.
 - (d) On Tuesday there shall be a 40-minute block (35 minutes for paraprofessionals) for Other Professional Work immediately preceding the start of the school day.
 - (e) Parent Engagement time is 55 minutes a week. This time can be completed remotely in a manner consistent with the Parent Engagement provision, 1c, above.
- 2) 60/40 on Monday/Wednesday Option:
 - (a) The school day shall be 6 hours and 20 minutes.
 - (b) There shall be four (4) 3-hour evening parent teacher conferences (September, November, March and May).
 - (c) On Monday there shall be a 60-minute Professional Development period immediately following the end of the school day. If less than the entire 60-minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.
 - (d) On Wednesday there shall be a 40-minute block (35 minutes for paraprofessionals) for Other Professional Work immediately following the end of the school day.
 - (e) Parent Engagement time is 55 minutes. This time can be completed remotely in a manner consistent with the Parent Engagement provision, 1c, above.
- 3) 60/40 AM-PM Monday Option:
 - (a) The school day shall be 6 hours and 20 minutes.
 - (b) There shall be four (4) 3-hour evening parent teacher conferences (September, November, March and May).
 - (c) On Mondays, immediately preceding the start of the school day, there shall be a 60-minute Professional Development block and immediately following the end of the school day there shall be a 40-minute (35 for paraprofessionals) Other Professional Work block. Schools may elect to switch the Other Professional Work block to before school and the Professional Development block to after school as indicated on the SBO ballot. If less than the entire 60-minute period is taken up for Professional Development, the time shall be utilized for Other Professional Work.
 - (d) Parent Engagement time is 55 minutes a week. This time can be completed remotely in a manner consistent with the Parent Engagement provision, 1c, above.
- 4) 100-minute on Monday Option:
 - (a) The school day shall be 6 hours and 20 minutes.
 - (b) The day shall begin and end as indicated on the SBO ballot.
 - (c) There shall be four (4) 3-hour evening parent teacher conferences (September, November, March, and May).

- (d) On Monday there shall be a 100-minute block. 60 minutes for Professional Development and 40 minutes (35 minutes for paraprofessionals) for Other Professional Work immediately following the end of the school day.
- (e) Parent Engagement time is 55 minutes a week. This time can be completed remotely in a manner consistent with the Parent Engagement provision, 1c, above.
- 5) 80 Minutes of PD, 40 Minutes of Parent Engagement and 35 Minutes of Other Professional Work
 - (a) The school day shall be 6 hours and 20 minutes Monday through Friday.
 - (b) On Mondays and Tuesdays, the day shall start no earlier than 8:00 a.m. and end no later than 4:00 p.m.
 - (c) On Mondays when school is in session there will be an 80-minute block of Professional Development immediately following the conclusion of the school day. If less than the entire 80- minute period is taken up by Professional Development activities, then the time will be utilized for Other Professional Work.
 - (d) On Tuesdays when school is in session there will be a 35-minute block (30 minutes for paraprofessionals) immediately following the conclusion of the school day for Other Professional Work.
 - (e) Parent engagement time is 40-minutes and can be completed remotely in a manner consistent with the Parent Engagement provision, 1c, above.
 - (f) On Wednesday through Friday, the day shall begin no earlier than 8:00 a.m. and end no later than 3:45 p.m. There shall be four (4) evening Parent-Teacher Conferences. Each additional conference shall be three (3) hours long.

Pre-Approved Multi-Session (and other Schools using 6:50 minute School Day) School Based Options:

- 1) Faculty and Grade Conferences – Morning Blocks
 - a) There are two afterschool conferences (a faculty conference and a grade conference) per month during the months of October through May. Each conference will be held in person on two Mondays (or other designated days) in the SBO immediately before the school day.
 - b) Start and end times will be indicated on the SBO ballot.
- 2) Faculty and Grade/ Department Conferences – During the Workday

There are two afterschool conferences (a faculty conference and a grade conference) per month during the months of October through May. These conferences shall be scheduled during a common lunch or preparation period. In cases where the preparation period is used, the teachers shall make up the preparation work hours and this may be done remotely (teachers are not required to be in the building).
- 3) Faculty and Grade Conferences – 80-Minute PD Blocks

There are two afterschool conferences (a faculty conference and a grade conference) per month during the months of October through May. This conference time will be reconfigured as follows: one 80-minute block in the months of October-May. The specific dates and times will be indicated on the SBO ballot.
- 4) Faculty and Grade Conferences - PD and Parent Engagement

There are two afterschool conferences (a faculty conference and a grade conference) per month during the months of October through May. This time shall be reconfigured as follows: (i) there shall be six 60-minute professional development block the first Monday of the month when schools are in session in October, December, February, March, April and May (or 6 other months specified in the SBO) and (ii) here shall be eight 35 minutes a month for parent engagement, in all months exclusive of November and March (or 8 months as specified in the SBO). Parent

Engagement can be completed remotely in a manner consistent with the Parent Engagement provision, 1c, above.

Pre-Approved School Based Option for All Schools:

6 hour and 45-minute day / 60-minute PD and 40 minutes Parent Engagement

There are two afterschool conferences (a faculty conference and a grade conference) per month during the months of October through May. This time shall be reconfigured as follows: (i) the school day shall be 6 hour and 45-minute instructional day Monday-Friday for teachers and paraprofessionals; and (ii) there shall be one 60-minute professional development block on the first Monday of the month that school is in session for teachers and paraprofessionals. There shall be 40-minutes for Parent Engagement every month which can be completed remotely in a manner consistent with the Parent Engagement provision, 1c, above.

Remote Parent Teacher Conferences:

Add to Article 6B1e the following:

All UFT represented staff shall not be required to complete parent teacher conferences from the school building and they will be able to complete afternoon conferences remotely if their commute allows. Parent teacher conferences may, upon request by the parents/caregivers, occur in-person at the school, at a mutually agreed upon time.

6. REMOTE WORK

June Chancellor's Conference Day

The Chancellor's Conference Day in June shall be a remote work day for all UFT represented employees.

School Based Employees Covered by the Pilot Workday

- Teachers: see Article 6 edits above in Workday
- Paraprofessionals: see Article 4 above in Workday
- Speech Teachers: For speech teachers in schools programmed on the pilot work day, the 155 minutes will be programmed as 25 minutes per day Monday-Thursday and 55 minutes remotely.

School Based Employees Not Covered by the Pilot Workday: Related Service Providers

- Occupational and Physical Therapists
- School Counselors
- Psychologists & Social Workers
- Deaf and Hard of Hearing Education Services (formerly "Hearing Education Services") and DHHES Audiologists
- Educational Vision Services (formerly "Vision Education Services")

School-based related service providers shall create their own schedules based on students' instructional programs and subject to supervisory approval. Such schedules shall reflect the employee's assignments, role and responsibilities, and time for administrative and paper work associated with the employee's role and responsibilities. School-based related service providers schedules may include up to 55 minutes per week of remote work to complete administrative and paper work.

In the event an employee fails to satisfactorily complete their remote work activities, the Board may, upon one (1) week's written notice, revoke the ability to perform this work remotely for no longer than the length of a term.

School Based Employees Not Covered by the Pilot Workday: Other than Related Service Providers

- Adult Education Staff
- Hospital Schools Teachers
- Lab Specialists
- School Nurses
- School Secretaries
- Teachers of the Homebound (MNI)

Schedules of school-based employees not covered by the pilot workday, who are not related service providers (other than school nurses) may include up to 55 minutes per week of remote work to complete administrative and paper work with supervisory approval.

School nurses may work remotely for up to 55 minutes per week after the student instructional day to complete administrative and paper work, with supervisory approval. Remote work shall not result in additional coverage costs.

In the event an employee fails to satisfactorily complete their remote work activities, the Board may, upon one (1) week's written notice, revoke the ability to perform this work remotely for no longer than the length of a term.

Non-school based employees:

- Attendance Teachers
- Audiologists
- Directors of Alcohol and Substance Abuse
- School Medical Inspectors
- Sign Language Interpreters
- Non-school based Social Workers & Psychologists (e.g. CSE)
- Supervisors of Nurses and Therapists
- Administrative Education Officers & Administrative Education Analysts
- Education Officers & Education Analysts
- Associate Education Officers & Associate Education Analysts
- School Counselors Assigned
- Teachers Assigned

Non-school based employees may work up to 2 days per week remotely with supervisory approval, subject to the following eligibility criteria.

Eligibility for Non-School Based Employees to Work Remotely

I. Term and Frequency

The three (3) year Pilot shall run 2023-2024 through 2025-2026 school year and shall automatically renew for an additional one (1) year period if both parties mutually agree by April 1, 2026.

Eligible employees shall be allowed to remote work up to two (2) day[s] per week.

II. Eligibility and Criteria

Employees in titles represented by United Federation of Teachers (UFT) may be eligible to participate in the Pilot if they meet the following criteria:

Employee must be deemed to have satisfactory, highly effective, effective or developing performance based on their most recent annual performance evaluation. If the employee has not been evaluated within the last 12 months, their performance will be presumptively deemed satisfactory;

- Employee's job function does not require a continued presence at the job location;
- There will be no reduction in services provided to the public;
- Additional work will not be generated for co-workers due to the employee working remotely;
- There will not be an impact on the Board's ability to train and develop employees as a result of remote work.

Lists of employees deemed eligible for remote work will be shared with UFT for review prior to implementation. UFT may request a labor-management meeting with the Board to discuss the eligibility lists.

The Board will issue remote work guidelines consistent with the terms of this Agreement in an effort to ensure that this Pilot is implemented in a consistent and equitable manner.

III. General Provisions

Employee participation in the Pilot is strictly voluntary.

Eligible employees who volunteer to work remotely will need to acknowledge that they have read and understand the details regarding their remote work assignment, which is attached as an Appendix.

An employee's remote work location must be approved by the Chancellor or designee.

An employee may be required to return to the office based on operational need with 24 hours' notice, if directed by Management.

The Board may restrict an employee's use of flex time on remote work days.

Employees shall be responsible for all costs associated with remote work, including but not limited to electronic devices and internet, however, the Board is strongly encouraged to provide equipment where possible.

Employees must adhere to all applicable Board rules, policies and guidelines, including for the approval of overtime, while working remotely.

IV. Appeals and Termination

If an employee's title has been deemed eligible for remote work by the Board, but they are denied remote work, the employee may request reconsideration by the Chancellor or designee. If there is a meeting between the Board and employee, the employee may bring union representation.

If there is a dispute involving the exclusion of an entire group of employees or titles within a particular office or program, UFT may request a labor-management meeting with representatives from the Board.

The decisions of the Board shall be final and not grievable in any forum. However, the union retains the right to grieve alleged violations concerning the processes outlined in this Agreement.

The Board may terminate an individual employee's remote work agreement upon one (1) week's written notice, or upon 24 hours written notice in the case of an emergency.

Revocation of an individual employee's remote work agreement shall not be considered discipline.

Either party may terminate this Pilot upon thirty (30) days written notice, which will trigger a Labor-Management meeting at the request of either party.

V. Labor-Management Meetings

In an effort to ensure the smooth implementation of the Agreement, the parties agree to meet within one (1) month of the initial rollout and at least once every three (3) months thereafter (or sooner if mutually agreed) to review the Agreement. Any extension or modifications to the terms of this Pilot must be mutually agreed to by the parties.

The parties also agree to continue meeting to discuss alternative work flexibility measures for those employees whose job functions are not eligible for remote work.

Employee Acknowledgement

Employees will be asked to sign an employee acknowledgment with the following language:

- Aside from specific modifications required to allow for remote work, all other terms and conditions of employment will continue to apply;
- I must be available during my scheduled hours in accordance with the prescribed communication methods and must maintain regular contact with my colleagues, supervisors and/or subordinates as I would in the traditional office location while working remotely;
- I must adhere to all applicable Board rules, policies and guidelines, including for the approval of overtime, while working remotely.
- If a meeting at the traditional work location requires my physical presence on a regularly scheduled remote work day, I will receive advance notice from my supervisor and am required to report as requested;
- I understand that I may be required to return to the office based on operational need, if directed by Management.
- I am not to perform personal errands, tasks, dependent care duties, etc., on Board time while working remotely;

- The cost, upkeep, maintenance and repair of any personal equipment used for Board purposes will be solely my responsibility;
- I am required to maintain the security of any and all Board documents, data and information (electronic or otherwise) and must continue to follow prescribed IT policies at all times, including privacy, cyber and information security procedures and protocols;
- All remote work should be performed at the designated alternate work location specified in this document;
- In designing my workspace, I should apply the provided guidelines for an appropriate workspace at my alternate work location and ensure that appropriate, ergonomic equipment, which is in good working condition, is utilized while performing job functions.
- The Board may terminate this remote work acknowledgment upon one (1) weeks written notice or upon 24 hours written notice in the case of an emergency.
- Revocation of my remote work assignment shall not be considered discipline.

7. PIVOT TO REMOTE

1) Digital Classroom Setup

- a. Between the first day of reporting to school and the last school day in September school-based teachers and mandated related service providers (OT/PT, Guidance, Psychologist, Social Worker, Audiologist, Lab Specialist) shall set up their digital classrooms using an approved DOE platform. Digital classrooms must link to all assigned students and include the necessary materials for the first day of an emergency closure as described in paragraph 2 below. Schools have the discretion to provide the funding for other titles to prepare for digital learning, provided such funding is available for all UFT represented employees in that title within that school.
- b. School-based teachers and mandated related service providers shall not be required to upload any additional content (other than what is required above) to these classrooms more than 24 hours prior to any closure.
- c. School-based teachers and mandated related service providers on payroll as of September 30 shall be paid \$225.00 via supplemental check on or about October 31 for set up of digital classroom(s) as described in this section.
- d. School-based teachers and mandated related service providers coming on to payroll after September 30, may submit standard timekeeping documentation to receive the compensation in item “iii” above.

2) Each time more than half of an employee’s students are reprogrammed at one time, the employee shall be paid four (4) hours at the per session rate or applicable hourly rate or they will be given four hours of dedicated, unassigned time during regular work hours, or a combination thereof as determined by the school supervisor, in order to prepare for digital learning.

3) Parameters and Use:

- i. School Closure: In the event of a school or system closure due to a health-related or other emergency closures, school-based teachers and other mandated service providers will engage students via remote synchronous instruction through the Digital Classroom.
 1. School-based teachers and other mandated related service providers shall only be required to share content via these classrooms that is necessary to

effectively engage students and provide instruction during the emergency closure. As is the case in physical classrooms, teachers shall have professional discretion regarding lesson planning.

2. Providing instruction in a digital environment may parallel instruction in a physical environment.
- ii. The digital classroom shall only be required for the following:
 1. remote parent-teacher conferences;
 2. synchronous instruction on snow days/emergency closures;
 3. virtual teaching and/or professional activity assignments;
 4. Parent engagement;
 5. remote faculty and/or grade conferences; or
 6. any additional uses as agreed upon by the parties.
- iii. Employees will not be required to use digital classrooms:
 1. to provide regular instruction for individual students who are absent;
 2. to create digital bulletin boards, newsletters, or any other type of regular, ongoing communication with students and families.
- iv. Teachers will not be required to upload lesson plans to digital classrooms.
- v. Remote Work: In the event all of the students in a school-based teacher's or mandated related service provider's program are fully remote, the employee shall be permitted to work remotely (synchronous and on camera), however, the principal may with reasonable advance notice direct the school-based teachers and/or mandated related service providers to conduct their duties on-site.

4) Evaluation:

Observations for evaluative purposes may only be conducted within digital classrooms with 24 hours prior notice. In no event will any observation for evaluative purposes be conducted within a digital classroom on the first day of an emergency closure.

5) Enforcement:

Issues related to payments shall be subject to applicable grievance procedures in this section. All other matters addressed in this MOA shall be enforced through the paperwork process as set forth in Article 8 of the Teachers' CBA and corresponding articles for other titles.

8. VIRTUAL LEARNING AND RELATED SERVICES

1. Goals

- e. Become the first major public-school system to develop, implement and expand high-quality virtual learning programs for instruction and related services, for all students who choose this option.
- f. Assist students in achieving their highest potential academically, socially and emotionally and prepare them for post-secondary success.
- g. Develop and scale virtual instructional and related services opportunities for eligible students that best meet the needs of students and families and create access for-eligible students via virtual learning and hybrid scheduling.
- h. Create new and attractive professional experiences, career opportunities and/or alternative schedules for pedagogues and school-based staff within existing contractual rules (except where explicitly modified herein).

2. General Rules

- a. All virtual assignments shall be posted. No staff member will be involuntarily assigned to teach a virtual class.
- b. Virtual instructional periods may combine synchronous, asynchronous and small group instruction (breakout).
- c. All students participating in virtual learning will be part of a class and school.
- d. All participating staff will be provided with pre-assignment and on-going training.
- e. Virtual learning classes and related services shall be provided on an approved Board platform.
- f. All virtual classes and related service sessions shall be compliant with current SED regulations, IEP mandates and Board academic policy.
- g. Article 15 of the Teachers' Contract and the 8/23/2016 "Pro Rata Teaching Assignment" agreement shall apply to virtual assignments. To the extent that this agreement conflicts with either of the above, the LMC shall resolve that conflict.
- h. Teachers will only be assigned to virtual learning assignments for students that have opted to participate in virtual classes.

3. Virtual Labor Management Committee

- a. The parties recognize that the development and implementation of high-quality virtual learning programs for instruction and related services will present challenges and great opportunities for students. To address these challenges and great opportunities, a Virtual Labor Management Committee ("VLMC") shall be established to collaboratively review and discuss the implementation of the Virtual Learning and Virtual Related Service Programs.
- b. The VLMC shall consist of an equal number of representatives from the UFT and the Board. UFT representatives shall be appointed by the UFT President. Board representatives shall be appointed by the Chancellor.
- c. The VLMC shall review and discuss the virtual learning programs including (i) courses to be offered virtually; (ii) provision of related services and paraprofessional assignments; (iii) conflicts between this agreement and existing contractual provisions and agreements; (iv) the eligibility criteria for selection, and any changes thereto, and the selection of the initial set of schools that participate in the virtual learning program; (v) the initial central and school-level posting templates and any changes thereto; (vi) required professional learning; (vii) technology and digital platforms; and (viii) the scope and scaling of the Central Virtual Learning Program.
- d. If the issues in Section 3c are not resolved by the VLMC they shall be escalated to the Chancellor and the UFT President for resolution.
- e. The school-level virtual learning program shall be implemented according to the following schedule:
 - i. 2023-2024 school year up to 25% of high schools and high school grades in 6-12 schools;
 - ii. 2024-2025 school year up to 50% of high schools and high school grades in 6-12 schools;

- iii. 2025-2026 school year up to 75% of high schools and high school grades in 6-12 schools and 25% of middle schools and middle school grades in 6-12 schools; and
 - iv. 2026-2027 school year up to 100% of high school and high school grades in 6-12 schools and 50% of middle schools and middle school grades in 6-12 schools.
 - f. The VLMC shall meet monthly, and more if necessary.
 - g. Any issues raised in consultation at the school level related to virtual learning that are not resolved, shall be escalated to the VLMC. The Union may bring VLMC grievances as outlined below:
 - i. Within 30 days of ratification the parties shall select two arbitrators. The arbitrators shall rotate.
 - ii. The arbitrator shall convene a hearing as soon as possible, but no later than five (5) days after the submission of the grievance. The arbitrator shall issue an expedited non-precedential award within 5 school days of the hearing. This arbitration shall not count toward any contractual arbitration days. The parties shall share in the costs of these services.
 - iii. Grievable topics under this process shall include:
 - 1. Selection of schools based on the established criteria
 - 2. Failure to offer required professional development
 - 3. Failure to abide by the posting(s)
 - 4. Unilateral changes to the posting template and/or school selection criteria
 - 5. Failure to adhere to the number of schools set forth in Section 3e
 - iv. Nothing contained herein is meant to limit in any way the Union's and/or Union represented employees right to file a grievance.
 - h. A subcommittee of the VLMC shall convene immediately upon ratification to discuss virtual learning programs in Homebound Instruction, Hospital Instruction, District 79, Adult Education and the Transfer Schools.
4. Central Virtual Learning Program
- a. Full Time Virtual Teachers
 - i. Teachers shall apply to a central-level posting for virtual teaching assignments.
 - ii. Postings may modify the contractual workday and/or work week to allow for alternative schedules that include evening and/or weekend classes, e.g., Four-day school week or Sunday-Thursday or Wednesday-Sunday schedule.
 - iii. The program shall consist of the same number of teaching periods, preparation periods and professional activity periods as set forth in Article 7A of teachers' contract.
 - iv. Teachers shall not work more or less than the contractual workday and/or work week.
 - v. Professional Activities:
 - 1. The contractual professional activity menu shall be modified to include:
 - a. Virtual Learning Common Planning
 - b. Develop Virtual Learning teaching and/or training modules
 - c. Adapt curriculum to virtual learning environment

- d. Office hours
 - e. Modification of virtual coursework/activities for students with disabilities and multilingual learners
 - b. The Board may post and fill pro rata Central Virtual Learning Program teaching assignments consistent with the parties' current agreements.
- 5. School-Based Virtual Learning Program
 - a. Schools interested in participating in the School-Based Virtual Learning Program will submit a proposal that shall be discussed by the VLMC and decided by the Board according to the criteria developed by the VLMC. Selected schools shall participate for one school year. Schools that wish to continue shall request approval to do so no later than April 1. Should factors outside of the criteria lead the Board to refuse a school's continued participation, that decision will be discussed with the VLMC.
 - b. No teacher shall be involuntarily assigned to a virtual teaching period or virtual professional activity period.
 - c. School Day Virtual Teachers
 - i. Teachers shall apply to a school-level posting for virtual teaching assignments that would be part of their regular program during the workday.
 - ii. Posting can be for 0.2 up to 1.0 of a full teaching program
 - d. Modified Schedule Virtual Teachers
 - i. Teachers shall apply to a school-level posting for virtual teaching assignments that modify the contractual workday and/or work week to allow for alternative schedules that include evening and/or weekend classes, e.g., Four Day School Week or Sunday-Thursday or Wednesday-Sunday schedule.
 - ii. The program shall consist of the same number of teaching periods, preparation periods and professional activity periods as set forth in Article 7A of teachers' contract.
 - iii. Teachers shall not work more or less than the contractual workday and/or work week.
 - e. The Board may post and fill pro rata School-Based Virtual Learning Program teaching assignments consistent with the parties' current agreements.
 - f. Professional Activities:
 - i. The contractual professional activity menu shall be modified for Virtual Teachers to include:
 - 1. Virtual Learning Common Planning
 - 2. Develop Virtual Learning teaching and/or training modules
 - 3. Adapt curriculum to virtual learning environment
 - 4. Office Hours
 - 5. Modification of coursework/activities for students with disabilities and multilingual learners
 - ii. To the extent possible, schools should prioritize the assignment of these virtual activities based on the number of virtual periods to which a teacher is assigned.
- 6. Virtual Related Service Program

- a. Related Service virtual assignments shall be posted and filled in a manner consistent with the contract. No related service provider shall be involuntarily assigned to a virtual related services session.
- b. A virtual related service period is considered a "session" or "teaching period" (in the case of speech teachers).
- c. The Board may post alternative, flexible, schedules that include evenings and/or weekends and sessions the start earlier than 8 AM and/or end after 4 PM. Related service providers shall not work more or less than the contractual workday and/or workweek. A flexible schedule may consist of:
 - i. Delayed or early start (e.g., starting and ending 2 hours before or after the normal school day)
 - ii. Evenings
 - iii. Weekends

7. Virtual Paraprofessionals

- a. The Board will post and fill virtual paraprofessional assignments as required by IEP mandates.
- b. Paraprofessional virtual assignments shall be posted in a manner consistent with the contract. No paraprofessional shall be involuntarily assigned to a virtual related services session.
- c. The Board may post alternative, flexible, schedules that include evenings and/or weekends and sessions the start earlier than 8 AM and/or end after 4 PM. Paraprofessionals shall not work more or less than the contractual workday and/or workweek. A flexible schedule may consist of:
 - i. Delayed or early start (e.g., starting and ending 2 hours before or after the normal school day)
 - ii. Evenings
 - iii. Weekends

9. SICK, PERSONAL AND OTHER LEAVE TIME

Bereavement

Employees may delay bereavement leave, in whole or in part, to be taken at any point within three calendar months after the date of death of a covered family member provided that the delayed bereavement leave is in connection with a funeral or memorial service.

Parental Leave

Amend Paragraphs 7B & 7C of the June 2018 Parental Leave Agreement as follows:

B. Nothing in this section VII shall limit the non-birth parent's right to take PL [Parental Leave] concurrently with the birth parent starting with the birth of the child, at no additional cost to the City/ Board. In no circumstances may the two parents together take more than 6-12 weeks of Parental Leave combined per Covered Event.

C. In no circumstance may the combined, total elapsed time period for both parents together, for use of CAR days and Parental Leave, exceed 12-18 weeks (84-126 calendar days) immediately following the birth or 14-20 weeks (98-140 calendar days) in the event the birth parent had a Caesarean section.

Modify the June 2018 Parental Leave Agreement as follows:

If a child remains hospitalized immediately after birth due to a medical condition, the delivering parent and/or non-birth parent can delay the start of parental leave until the child is released from the hospital.

In this circumstance only, the birth mother may, if eligible, borrow days and use Grace for up to 6 weeks following the birth or 8 weeks following birth by Cesarean birth.

Parental Leave must start immediately after the release of the child unless the birth mother is using non-borrowed CAR days.

In no case may Parental Leave start later than 3 months after the birth of the child.

The foregoing revision to Parental Leave policy shall have no additional cost to the City/ Board .

Intermittent FMLA

The Parties agree to include the following in the 2023 Side Letter re: Board Guidance (2023 Guidance Side Letter):

The Board shall provide guidance on how staff may apply for an FMLA intermittent leave at the school level and submit medical documentation in a confidential manner.

10. INJURY IN THE LINE OF DUTY

UFT represented employees shall not be required to complete form OP200 as part of the Injury in the Line of Duty application process.

11. STUDENT PATHWAYS INITIATIVE

1. General Guiding Principles: The Student Pathways Initiative will provide a reimagined student experience that creates career-connected learning and pathways for all our students to help activate their passion and sense of purpose and ensures that all students graduate with a strong plan and head start on a pathway to the middle class, including financial literacy and civics skills.

The Student Pathways Initiative will reimagine students' educational experience to be connected to their futures in that students will receive: (a) regular and frequent college and career counseling; (b) opportunity to participate in career-connected learning opportunities, including career readiness skill building and paid internships; (c) early college credits and industry recognized credentials; and (d) individualized postsecondary plans. In addition, this initiative will enhance and expand CTE course offerings and programs.

Staff will have an opportunity to participate in (i) targeted professional learning, including industry-based professional development; (ii) the design of career-connected learning programs; and (iii) alternative career pathways.

2. Assignments:
 - a. CTE teachers may be programmed for double periods wherever administratively possible and deemed appropriate based on the content areas; two double period blocks may be programmed consecutively.

- b. The Board agrees to provide teachers and paraprofessionals in the Student Pathways Initiative with career-connected learning curriculum and training (including implementation of curriculum focused on durable skills such as career readiness, digital learning, computational thinking and financial literacy/education) and where appropriate and feasible will provide training from industry professionals.
- c. The Board and UFT will form a Labor Management Committee with an equal number of members selected by the Board and UFT to discuss the following:
 - i. The use of paraprofessionals to provide instructional support to students with respect to the implementation of a career-connected learning curriculum and support regarding apprenticeships/internships, under the general direction of a pedagogical employee or supervisor.
 - ii. Assignment of High School Teachers to classes that provide both high school and college credits.
 - iii. Methods to support work based learning with quality and scale including Work Based Learning Coordinators.
- 3. Schedule: The UFT and Board shall collaboratively create a template posting for Alternative Work Schedules for High School Teachers in the Student Pathways Initiative. Pursuant to a school-level posting, teachers may apply and be scheduled for teaching and/or work periods outside of the regular workday; however, staff shall not work more or less than the contractual workday and/or workweek. No teacher shall be required to work an alternative schedule.
- 4. Alternative Certification: The Board and UFT will jointly request that NYSED issue (a) unique, industry-specific, temporary teaching certificates, and (b) new long-term teaching certificates that recognize industry-expertise in unique industries.
- 5. Substitute Vocational Assistants: The parties agree to meet and consult once per term to discuss operational issues related to this program.

12. MEDICAL ARBITRATION

Independent medical evaluations will take place as expeditiously as possible following the request by the teacher. The parties agree to meet to explore ways to add additional medical arbitrators to the rotating panel of doctors.

13. HEALTH & SAFETY

Ventilation and PPE

Amend Article 10.E.1 of Teachers' CBA and corresponding provisions of other Agreements as follows:

In recognition of the importance of employee safety and health, the Board agrees to provide the appropriate recognized standards of workplace sanitation, cleanliness, light and noise control, to comply with applicable code for that building regarding ventilation. In addition, the Board will ensure there is a process to make appropriate masks, gloves and hand sanitizer available for all staff and shall conduct periodic review to identify any expired items. The Board of Education agrees to eliminate recognized hazards that are likely to cause serious physical harm.

Drinking Water

The Board will supply clean drinking water that meets Department of Environmental Protection (DEP) water standards.

III Students

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board will provide annual guidance to principals to collaborate with school nurses to ensure students are not returned to class if ill.

Pre-K Sink Guidance

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board will issue annual guidance that schools are encouraged to utilize rooms with or near a bathroom and/or sink on the same floor for 3K and/or Pre-K classes to the extent possible and consistent with applicable regulations and school needs.

14. SPACE

Space for Duty Free Lunch

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board will provide an annual reminder that schools should identify space for all staff, including paraprofessionals, for lunches in buildings and/or campuses where there is not a dedicated staff lounge/room.

Appropriate Space

The Parties agree to include the following in the 2023 Guidance Side Letter:

At the beginning of each school year, the Board will issue guidance regarding space for the proper performance of UFT-represented employees' job duties and the specific needs of their students, which shall include any space requirements in an applicable collective bargaining agreement.

15. TELECONFERENCING

Modify Article 7T of the Teachers' CBA and corresponding provisions of other Agreements as follows:

The required participation of special education teachers and/or related service providers in IEPs, EPCs and CSE reviews may be accomplished via teleconferencing at the discretion of the appropriate ~~Superintendent~~ Principal or Supervisor. If the teleconference occurs during a teacher's preparation period, or during an administrative period in which he or she is relieved, compensation will be paid at the coverage rate. If the teleconference occurs on other than school time, compensation at the applicable per session rate will be paid.

16. PROGRAMMING LABOR MANAGEMENT COMMITTEE

Amend Paragraph 19 of the 2018 MOA follows:

The UFT and the Board ("DOE") shall establish a Joint Labor Management Committee, with an equal number of representatives appointed by the UFT President and the Chancellor, to review and discuss programming in schools. The first meeting of this committee shall be no later than November 1, 2023.

17. H-BANK & CYBERSHIFT ACCESS

The Board shall provide the Union with read-only H-Bank and Cybershift access for all UFT titles in the same manner as it provides Q-Bank access.

The parties shall establish a labor-management committee made up of an equal number of designees of the Chancellor and UFT President in order to address issues of timely payment for Administrative Employees including, but not limited to, restoring employees to payroll following a leave of absence and prompt payment of overtime.

18. PER SESSION

The parties agree to enter into the 2023 Side Letter re: Electronic Per Session Timekeeping:

The Board is committed to taking all reasonable steps necessary towards the creation of an electronic per session timekeeping platform with the goal of providing per session employees the ability to track per session hours from submission through approval and payment. This system may also automatically calculate and credit CAR time. The platform will be consistent with the collective bargaining agreements and applicable Chancellor's Regulations. Additionally, the Board will continue to discuss the method of per session payments, including deposits, for paraprofessionals. Nothing in this letter shall be construed to convert non-mandatory subjects of bargaining into mandatory subjects of bargaining.

19. PROFESSIONAL ACTIVITIES MENU

Revise all applicable provisions of Article 7 as follows:

The menu of activities to be offered to each teacher shall be from among the following:

1. Small group instruction (not to exceed 10 students)
2. One to one tutoring
3. Advise student activities such as clubs, teams or publications
4. Perform student assessment activities (including portfolios, performance tests, IEPs, ECLAS, etc.)
5. Professional development/prepare staff development workshops and demonstration lessons
6. Common planning time
7. Conflict resolution and/or Restorative Justice for students
8. Cafeteria duty
9. Schoolyard duty
10. Hallway duty
11. AM bus duty
12. PM bus duty
13. Homeroom
- ~~14. Provide inter-disciplinary articulation~~
14. Develop Adapt multi-cultural curriculum/curriculum maps (ex: school-based curriculums, multi-cultural curriculum)
15. Develop programs to integrate technology into the daily life of the classroom
16. Advisory (not to exceed 10 students for social/emotional activities)
17. Office Hours
18. College Recommendations (High Schools)
19. Parent Engagement
20. Adapt advisory curriculum and develop advisory materials
21. Adapt career-connected learning curriculum
22. College and/or Career Guidance
23. Internship Advisor
24. Virtual Learning Common Planning*
25. Develop Virtual Learning teaching and/or training modules*
26. Adapt curriculum to virtual learning environment*

27. Modification of virtual coursework/activities for students with disabilities and multilingual learners*

*Above professional activity options identified with an asterisk are available only to teachers with Virtual Learning Program teaching assignments. If a schools' professional activities menu includes one or more of the activities identified with an asterisk, these activities will not count toward the minimum six activities required for the menu.

20. PAPERWORK & OPERATIONAL

Amend Paperwork Standard 2 as follows:

Schools are to present only existing curricular and existing school-level documents to contextualize the assessment of all Quality Indicators, especially 1.1, rather than create new documents or updated materials for the sole purpose of the Quality Review or other school evaluative visit. Additionally, evidence can be verbal or observable in the classroom/school environment within existing school processes and will include a review of only those documents used in the normal course of teaching and learning, which may include documents and/or materials that are created during the normal course of the school year, if available. Reviewers and evaluators will consider the time of the year that the visit takes place and the work underway in each school when they review curricular and other school-level documents.

Add to Paperwork Standard No. 3, subsection 2:

The UFT Vice President of Special Education or designee and the Board appointee in charge of special education or designee shall meet at least once per year with additional meetings as needed.

Amend the second paragraph of Article 8B as follows:

Should a problem arise in the implementation of the approved SBO proposal ~~and no resolution is achieved at the school level, the District Representative and the Superintendent will attempt to resolve the problem. If they are unable to do so, it will be resolved through the Paperwork and Operational Issues process set forth in Article 8I by the Chancellor and the Union President.~~ Issues arising under this provision are not subject to the grievance and arbitration procedures of the Agreement.

Amend Paragraph 6, subsection 5 of the 2018 MOA as follows:

(5) In the event that the Central Committee cannot agree on the resolution of an Operation Issue related to (1) workload and/or (2) space and/or (3) the implementation of SBOs the issue shall be referred to the UFT President and the Chancellor or their designees for review.

By the October 15, the parties will issue guidance on the Paperwork and Operational Issues resolution process inclusive of the "Paperwork and Operational Standards".

Add to Paperwork Standards

Educators and related service professionals shall have a reasonable amount of time to respond to administration communications.

21. SCHOOL-BASED STAFF DEVELOPMENT COMMITTEE ("SDC")

Revise Article 6B1b of the Teachers' CBA as modified by the June 16, 2020 letter as follows:

Each school (and program functioning as a school) shall form a School-Based Staff Development Committee ("SDC") that serves as an instructional leadership team in consultation with the Principal. Such committee will include the Chapter Leader and consist of equal number of committee members selected by the Chapter Leader and the Principal, respectively. The SDC shall collaboratively review, consider and develop the school-based professional development that is offered during the Professional Development block and any other Professional Development that is school-specific (excluding professional development related to central and/or superintendent or district directives or initiatives) to be relevant to all participating staff-members, in alignment with NYCDOE instructional priorities, supportive of pedagogical practices and programs at the school, and reasonable to prepare and complete during the Professional Development block. The committee may elect to create sub committees to work on specific aspects of instructional issues or professional development practices. The Principal shall review the committee's work and shall have final approval.

School and District and Functional Chapter Based Committees, as described below and in corresponding agreements, shall be formed as soon as practicable but no later than November 1st and shall each meet on an ongoing basis throughout the school year. Committee members must be given sufficient time during the day to meet which can include times when Other Professional Work, as defined herein, is performed or such other times as appropriate. At minimum, the committee will meet during the last clerical half day scheduled in June and/or a portion of the time during the workdays prior to the start of the instructional year when students are not in attendance, to begin their work regarding the upcoming and following school year's professional development.

22. REIMBURSEMENTS**Medical Expenses**

Modify Article 3H of the Teachers' CBA and corresponding provisions of other Agreements as follows:

H. Reimbursement for Medical Expenses

Effective September 14, 2023, Teachers shall be reimbursed by the Board for reasonable medical expenses, not exceeding ~~\$750~~ \$1,500, incurred because of injuries in the line of duty, to the extent that such expenses are not covered by insurance.

Damage or Destruction of Property

Modify Article 3I of the Teachers' CBA and corresponding provisions of other agreements as follows:

I. Damage or Destruction of Property

Effective September 14, 2023, The Board of Education will reimburse teachers, in an amount not to exceed a total of ~~\$100~~500 in any school year, for loss or damage or destruction, while on duty in the school or while on duty on a field trip, of personal property of a kind normally worn to or brought into school, or on a field trip, when the teacher has not been negligent, to the extent that such loss is not covered by insurance.

23. PROFESSIONAL DEVELOPMENT

The Board and the UFT Teacher Center shall create a catalogue of professional learning options aligned with the Board's initiatives that will confer CTLE hours and other required credits, e.g., RAEN and CEU, and may be used during Professional Development at the school's discretion.

24. ASSESSMENTS LABOR MANAGEMENT COMMITTEE

The UFT and the Board shall establish a Joint Labor Management Committee, with an equal number of representatives appointed by the UFT President and the Chancellor, to review and discuss strategic assessment planning that will support instruction, and where possible, reduce the amount of time spent on assessments.

25. BASIC INSTRUCTIONAL SUPPLIES

Amend Article 7R1 as amended by paragraph 6 of the 2018 MOA as follows:

The Board and the Union agree that schools should provide appropriate and sufficient basic instructional supplies and books to deliver an effective educational program. Basic instructional supplies and books are those that must be provided for use by students without which classroom instruction will be impaired, including, but not limited to, paper, testing materials, assessments. Staff will be provided with access to electronic devices, printers, copiers, ink and toner to the extent necessary based on staff assignments. The failure to provide basic instructional supplies as defined above shall be subject to the procedures set forth in Article 8(l) of this Agreement.

26. INVESTIGATIONS BY THE CHANCELLOR

Upon request, an employee shall be notified in writing of the determination of an investigation conducted by the Board's Office of Special Investigations (OSI) or Office of Equal Opportunity (OEO).

27. 3020-a & PROBATION

Appointment of Hearing Officers

Pursuant to Education Law 3020-a, the Board or designee and UFT or designee shall by mutual agreement assign hearing officers from the ATU and TPU panels to conduct 3020-a hearings.

Remote Hearing MOA:

The parties agree to continue the terms of the Remote Hearing Memorandum of Agreement dated September 20, 2020, through the end of the 2024-2025 school year. Thereafter, the terms of the Remote Hearing Memorandum of Agreement will continue for the remainder of the term of this collective bargaining agreement unless either party gives notice no later than April 1 of each school year.

Remote Hearing Witness Instructions

The parties agree to incorporate the previously issued joint letter concerning witness instructions to the Remote Hearing Memorandum of Agreement.

Pre-hearing Conferences

Amend Article 21 of the Teachers' CBA as follows:

Within ~~10~~ 15 days of the Board's receipt of the request for a hearing from an employee charged under Education Law § 3020-a, a pre-hearing conference shall be held. Both Education Law § 3020-a and this Agreement require hearings, including closing statements, to be completed within sixty (60) days of the pre-hearing conference and a decision to be rendered within thirty (30) days of the final hearing date. The UFT and the Board ("DOE") agree this timeframe must be adhered to by all parties

to the hearings and strictly enforced by hearing officers. Hearing officers shall establish a trial schedule at the pre-hearing conference to ensure that hearings are completed within the required statutory and contractual timeframes and ensure an equitable distribution of days between the DOE and the charged employee.

Extensions of Probation

Upon the written request of the UFT represented employee to his/her supervisor, the Board shall provide reasons, in writing, for the need to extend the employee's probationary period.

28. ELEMENTARY SCHOOLS

Consecutive Assignments

Add the following to Article 7C of the Teachers' CBA:

Wherever administratively possible, elementary teacher programs should have no more than three consecutive teaching assignments and no more than four consecutive working assignments (including professional activities).

Elementary School Dismissal

Elementary school dismissal shall be structured such that UFT employees do not perform dismissal duties beyond their instructional day.

29. SPECIAL EDUCATION

Professional Activities:

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board shall issue guidance that to the extent possible schools should prioritize assigning special education teachers to the following professional activity assignments: (i) perform student assessment activities (including portfolios, performance tests, IEPs, etc.) and (ii) common planning time.

Special Education Committee

Non-District 75 schools shall have a special education committee, selected by the UFT chapter leader. The committee shall meet with the principal in the spring and fall and as needed to discuss special education compliance issues, including but not limited to teacher and paraprofessional programming, and, if possible, resolving special education compliance issues at the school level.

Training

The parties shall jointly create a training on special education rules and regulations, subject to approval by the Chancellor or designee. The training shall be provided to all staff each fall before or on Election Day. It shall be in-person and held at a time students are not in attendance. Staff who cannot attend the in-person training shall have access to a self-paced training.

30. PSAL

Update the schedule of sports and maximum Sessions in Article 15B1 of the Teachers' CBA to include the following activities:

Sport	Number of Sessions
Badminton	96

Table Tennis	96
Double Dutch	96
Flag Football	100
Rugby	84
Stunt	96

Add the following to Article 15B1 of the Teachers' CBA:

PSAL wrestling and cross country coaches may be assigned to PSAL-approved unique events that exceed the per event session cap set forth in this Article 15 and shall be paid for the number of sessions approved in advance by PSAL up to 4 sessions. In the event there is a unique track/field event, a PSAL track/field coach may be paid for up to 5 sessions for that unique event. This shall not result in an increase in the maximum number of sessions set forth in Article 15. If a PSAL approved event requires more than 8 hours, PSAL shall submit a waiver on behalf of the coach.

31. DISTRICT 75

Special Education Committee

In District 75 schools, the principal shall meet with the District 75 special education committee, once at the beginning and once at the end of each school year. The principal and the committee shall discuss (a) issues regarding available space and staffing at the main school and each cluster site to support students in crisis and (b) special education compliance issues, including but not limited to teacher and paraprofessional programming, and, if possible, resolving special education compliance issues at the school level. This committee may request assistance from the District Representative and the Superintendent as needed.

Functional Grouping of Students

In the spring, prior to the creation of the program for the upcoming school year, there shall be a meeting during one period (e.g. professional period, faculty or grade conference, or part of a clerical or professional development day) during which teachers can provide recommendations to the principal or his/her designee regarding functional grouping of students with IEP mandates.

Assessments in District 75

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board shall issue annual guidance to schools regarding best practices for providing instructional support during the administration of SANDI, ABLES and NYSAA examinations. The guidance will include a non-exhaustive list of measures schools may take to support continuity of instruction during the exam administration including but not limited to: utilization of substitute and out of classroom teachers, assignment of coverages and other pedagogical supports.

32. DISTRICT 79

Site Vacancies

Modify Article 7A(7)b of the Teachers' CBA to read:

b. Site Vacancies

For alternative high school programs, except the Outreach Program no later than ~~sixty (60)~~ forty-five (45) days before the end of the term, a list of potential vacancies for the following term will be posted at the administrative office of each program, including vacancies anticipated through sabbatical leave, retirements and the opening of new sites. Regularly appointed teachers may file preference requests for reassignments to such sites with the principal and will be considered for such reassignments.

Graduation Criteria in the Transfer Schools

The UFT and the Board will establish a joint committee to discuss new graduation criteria for students enrolled in Transfer schools and to determine what if anything needs to be brought to the New York State Education Department.

LYFE

Assignment of UFT bargaining unit members to stay before and/or after the start and/or end of the contractual workday to monitor students shall be made on a rotating basis from a list of volunteers starting first with LYFE program employees. If there remains a need, the assignment will be offered to any UFT bargaining unit member employed at the Board site that houses the LYFE program and is eligible based on the posted job-related qualifications. In the event more than one UFT bargaining unit member volunteers for such work, the position shall be filled on the basis of seniority in the school from among applicants who meet the posted job-related qualifications. Participants shall be paid at the applicable per session rate.

33. HEARING EDUCATION SERVICES (NOW DHES) AND VISION EDUCATION SERVICES (NOW EVS)

Hearing Education Services (now DHES) and Vision Education Services (now EVS)

Amend Article 7K1d of the Collective Bargaining Agreement Covering Teachers as follows:

d. HES and VES Programs

Early in the spring, ~~HES~~DHES and ~~VE~~EVS teachers and ~~HES~~DHES and ~~VE~~EVS related service providers should be given an opportunity to express a preference for borough, special education program and level with the understanding that where advisable and possible such preferences will be honored. The Board shall create one preference sheet that shall be used citywide. Teachers will be notified of their program and borough assignment no later than ten days before the end of the term.

For ~~HES~~ DHES teachers, the special education programs are currently ~~HES~~DHES itinerant/related service providers, SETSS and staffing ratios.

For ~~VE~~EVS teachers, the special education programs are currently ~~VE~~EVS itinerant/related service providers, SETSS and staffing ratios.

Once per term, the DOE will send an email to the supervisor of each school to which an itinerant DHES or EVS teacher has been assigned instructing them to:

- a. Add the assigned DHES/EVS teacher to the school level email distribution list; and
- b. Provide the assigned DHES/EVS teacher with the curriculum, consistent with the Collective Bargaining Agreement, of each student assigned to that teacher's caseload.

No later than June 15th each school year DHES teachers shall be advised of the storage locations for their equipment.

With regard to requests as to special education program ~~HES~~DHHES and ~~VESEVS~~ teachers and ~~HES~~ DHHES and ~~VESEVS~~ related service providers with the highest excessing seniority as calculated in Article 17 should be given preference if qualifications for the position are the same.

Time sheets submitted by itinerant DHHES/EVS teachers shall be signed (either by physical or electronic signature) by school principals.

The parties shall establish a labor management committee to meet annually each Spring, or at additional times as mutually agreed to, to discuss the current assignment process and distribution of the preference sheets for DHHES teachers with the goal towards creating consistent practices citywide. Each party will select an equal number of members to participate in this committee.

Hearing Education Services (now DHHES) Terminology

Language in the CBA referring to "Hearing Education Services" or "HES" will be replaced to read "Deaf and Hard of Hearing Education Services" or "DHHES".

Vision Education Services (now EVS) Terminology

Language in the CBA referring to "teachers of visually handicapped children" (Article One) and "teachers of the visually handicapped" (Article Seven (K)(4)) will be replaced to read "teachers of visually impaired children" and "teachers of the visually impaired." This change will accurately reflect the State and City licenses held by members of the Educational Vision Services department and will modernize this outdated language.

Language in the CBA referring to "Vision Education Services" or "VES" will be changed to "Educational Vision Services" or "EVS" to accurately reflect the department's current public-facing name.

34. TEACHERS ASSIGNED

Timekeeper

Teachers Assigned shall be provided with the name and contact information for the employee responsible for maintaining their timekeeping at the beginning of the school year. If the employee responsible for timekeeping changes, impacted Teachers Assigned shall be notified of the new employee responsible for timekeeping as soon as practicable.

Geographic Compactness

Where the duties and responsibilities of a Teacher Assigned require multiple work sites, the Board will consider geographic compactness in making those assignments. If a Teacher Assigned believes that geographic compactness has not been considered, the Teacher Assigned may ask their immediate supervisor for an explanation of how their assignment was determined. The assignment is not subject to the grievance process or operational complaint process.

Reorganization

If there is a school system or central reorganization that affects Teachers Assigned, the UFT shall be notified within 30 calendar days prior to the effective date of the reorganization.

35. TEACHERS OF LIBRARY

Annual Guidance

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board in consultation with the UFT will provide annual guidance to schools regarding programming (including flexible scheduling); open access (including occupancy) and teaching assignments.

Consultation

The head of the Office of Library Services and a UFT designated committee shall meet bimonthly to discuss issues regarding teachers of library. The parties may agree upon additional meetings as needed.

Evaluation

Teachers of Library shall not be evaluated during open access periods using the Danielson rubric; however, teachers of library can be evaluated during this period.

36. HOSPITAL SCHOOLS

The parties agree to enter into the 2023 Side Letter re: Testing for Communicable Diseases

Only teachers in hospital schools that are exposed to communicable diseases and require testing shall have access to testing during the contractual workday with no loss of pay or CAR time.

37. PARAPROFESSIONALS

Leaves of Absence

Paraprofessionals may be granted a leave of absence without pay of up to two years to adjust personal affairs (such as the winding up of a family business on the death or incapacitation of the family member in charge) in accordance with existing rules and regulations. The paraprofessional may consult with the Union with respect to the matter. Paraprofessionals who are denied such a leave may refer the matter to the Chief Executive of the Division of Human Resources for review and final determination.

Childcare Leave

Paraprofessionals shall be permitted to work part-time for the Board while on childcare leave.

Staff Development

Amend the first paragraph of Article 7A of the Paraprofessional CBA as follows:

Four days of staff development will be offered to all paraprofessionals prior to their actual employment. For paraprofessionals who are unable to take the four days prior to their actual employment four days of staff development shall be offered during their first year of service. The content and design of this professional development program for new paraprofessionals shall be developed collaboratively by the Union and the Board and shall, to the extent possible, include hands-on, relevant professional development/training for new hires. ~~Participation will be agreed upon by the Union and the Board based upon the availability of funds.~~

Staff Development Committee

Amend Article 4B2b(2) Paraprofessional CBA as follows:

There shall be a citywide Paraprofessional Staff Development Committee ("SDC") consisting of the Paraprofessional Chapter Leader and equal numbers of members selected by the DOE and the Paraprofessional Chapter Leader. The Paraprofessional SDC shall collaboratively review, consider and develop professional development programs, including assignment specific training modules,

relevant to Paraprofessional duties for both citywide professional development days and for schools to consider.

The DOE shall review the SDC's work but shall have final approval of Professional Development.

38. SOCIAL WORKERS AND SCHOOL PSYCHOLOGISTS

Prior to replacing SESIS and implementing a new case management system, the Board agrees to consult with the UFT as the case management system relates to the duties and responsibilities of social workers and psychologists.

39. SCHOOL SECRETARIES

Online Training

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board shall issue guidance stating that when a school secretary is granted approval to participate in online training, the secretary must be provided with appropriate time and space (outside of the main office, at the secretary's option) during the workday to participate in the training.

Training

Revise Paragraph 29 of the 2018 MOA as follows:

The UFT and Board ("DOE") will establish a labor management committee consisting of equal numbers of members to plan to provide training for school secretaries in current DOE systems, new systems as they are released, programs and platforms pertaining to secretaries' day-to-day work, and other matters as determined by the committee. Such training can be in person or online and the content will be uniform systemwide. The DOE will provide the uniform systemwide training on Election Day and a day in the spring. As necessary and appropriate, the DOE will have representatives of the DOE offices of Human Resources, Financial Operations or Field Support Services (or their equivalent offices) attend. The committee will meet monthly as part of the monthly consultation meeting.

Training for Newly Hired

Amend Paragraph 29 of the 2018 MOA to include:

e. Topics for newly hired school secretaries including, but not limited to: payroll processing, pupil accounting and procurement.

40. LABORATORY SPECIALISTS AND TECHNICIANS CERTIFICATION PAYMENT

Lab specialists who are active on September 14th, 2023, shall receive a one-time \$500 lump sum payment.

41. ATTENDANCE TEACHERS

1. Centrally-Funded Attendance Teacher Assignments
Joint Labor Management Committee.
 - A Joint Labor Management Committee (LMC) shall be established to discuss the implementation of Phase One and Phase Two.
 - The LMC shall consist of an equal number of representatives from the UFT and the Board. UFT representatives shall be appointed by the UFT President. The Board

representatives shall be appointed by the Chancellor. The LMC shall meet two times per term through the end of the 2024-2025 school year.

- Prior to the implementation of the formula described herein, but no later than April 1, 2024, the LMC shall meet and discuss the formula.
- The LMC shall continue to meet once per term throughout the life of the contract.

2. Assignment Process

- The Board will create a transparent need-based formula that will determine the superintendent assignments for Centrally-Funded Attendance Teachers that may consider various data points including but not limited to number and percentage of chronically absent students, overall attendance, and other available supports at schools (e.g., community schools).
- Each spring the Board will review Centrally-Funded Attendance Teachers' assignments and adjust the assignments for the subsequent school year based on the application of the formula.
- Superintendents will then determine the alignment of their assigned centrally funded Attendance Teachers to schools in their portfolio.

3. Assignment - Phase One

- Effective the first day of the 2023-2024 school year, or on the first day of the next term after ratification whichever comes sooner, Centrally-funded Attendance Teachers shall report directly to the superintendent or the superintendent's designee of the district in which they serve the majority of their time.
- The Board and the UFT will meet at a mutually agreed upon time with the superintendent or the superintendent's designee and their Centrally-funded Attendance Teachers in their districts to discuss general roles and responsibilities for centrally-funded attendance teachers.
- Attendance Teachers will remain in their assigned district(s) and continue to support their currently assigned schools. Attendance Teachers will be assigned workspace in their payroll school or other school in their portfolio, where feasible and possible.
- In phase one, the rating officer for Centrally-Funded Attendance Teachers will be the Principal of their payroll school.
- The assignments of Attendance Teachers in District 75, District 79, non-AIDP Centrally-Funded, and school-funded Attendance Teachers will not be impacted by this assignment process.
- Once the formula is finalized and assignments are adjusted in a manner consistent with the formula, the Board shall share the adjusted assignments with Centrally-Funded Attendance Teachers no later than May 15, 2024. The assignment adjustments shall be effective no earlier than the Fall of the 2024-2025 school year.
- To the extent possible, and based on the applicable formula, Attendance Teachers shall retain their school assignments from the previous school year.

4. Phase Two

- Commencing at the beginning of the 24-25 school year, all Centrally-Funded Attendance Teachers shall be fully staffed on the superintendent organization. Staff may be assigned by the administration to either a work space in a district office; a school in the district in which the teacher serves a majority of their time; or central office.
 - High School Attendance Teachers will be assigned to one Superintendent and will be assigned to schools in one Borough, where possible and feasible.
 - In general, assigned schools may be adjusted on an annual basis and in a manner consistent with the application of the formula. However, Centrally-Funded Attendance Teachers may remain in their assigned district(s) and may retain their assigned schools year-to-year dependent on the application of the formula.
 - In the event a district requires a reduction in assigned teachers, regular excessing rules shall apply.
5. Field Visits
- The Board and the UFT recognizes the importance of field work for Centrally-Funded attendance teachers.
 - Centrally-Funded Attendance Teachers will have two days per month designated exclusively for fieldwork, the specific days must be pre-scheduled and approved by their supervisor. Requests for specific days shall not be unreasonably denied.
 - Centrally-Funded Attendance Teachers may be assigned to additional days dedicated exclusively to fieldwork with reasonable notice by the Superintendent or designee.
6. Job Description
- The Board will provide annual guidance to schools regarding (a) roles/responsibilities for Centrally-Funded Attendance teachers, which shall include the current job description unless and until revised; and (b) the scheduling of monthly meetings that recognizes the importance of maximizing field visits, investigations, and required documentation. The Board will consult with the UFT in advance of distribution.
 - This guidance shall be issued no later than October 15 of each year.
 - Except where explicitly stated, all provisions of the Attendance Teacher CBA continue to apply to Centrally-Funded Attendance Teachers.

42. EDUCATION ANALYSTS/OFFICERS

Workload

A Labor Management Committee comprised of an equal number of members selected by the Board and the Union shall meet once a term to discuss issues of workload, staffing, compensatory time, overtime, and responsibility based increases. The parties may agree on additional meetings as needed.

Reorganization

If there is a school system reorganization where offices are being dissolved, relocated or moved that affects Administrative Education Officers, Administrative Education Analysts, Education Officers or Education Analysts, and there are multiple work location options as a result of the reorganization,

each impacted employee can express their preference for up to three of the new work locations, and these preferences will be honored if advisable and feasible.

43. DIRECTORS AND ASSISTANT DIRECTORS OF ALCOHOL AND SUBSTANCE ABUSE PROGRAMS

The Board and UFT agree they will continue to advocate for additional funding for the treatment of alcohol and substance abuse from local, state, and federal agencies and other relevant entities.

44. SCHOOL NURSES

Professional Development

The Board may utilize time during the regular work year and work day (e.g., clerical half days, high school scoring days, and afternoon parent teacher conferences) for professional development. The Board will consult with the nurse chapter on the professional development prior to implementation.

Uniform Allowance

The parties agree to enter into the 2023 Side Letter re: Uniform Increase

The Parties agree to a side letter increasing the uniform allowance.

45. OCCUPATIONAL THERAPIST AND PHYSICAL THERAPIST

Uniform Allowance

The parties agree to enter into the 2023 Side Letter re: Uniform Increase

The Parties agree to a side letter increasing the uniform allowance.

Therapist Ninth Session

The DOE, at its sole discretion, may create 9th session opportunities within the contractual workday for Occupation and Physical Therapists. Employees who voluntarily provide a 9th session of therapy services on a workday shall be compensated for the 9th session at a rate of 12.5% of their daily rate per 9th session.

46. SUPERVISING NURSES, SUPERVISING PHYSICAL THERAPISTS AND SUPERVISING OCCUPATIONAL THERAPISTS

Absent Nurse Coverage

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board will issue guidance stating: when a Supervisor of Nurses is assigned to cover the duties of an absent Nurse, the Supervisor's primary responsibility during that time, to the extent possible, is to perform the duties of the absent Nurse. The Nurses who the Supervisor of nurses ordinarily Supervises will be informed of whom to contact while the Supervisor of Nurses is covering for an absent Nurse.

Regular Part-time Positions

Supervisors of Nurses and Therapists who have retired or are on leave of absence shall be permitted to serve in regularly scheduled part-time positions as Supervisors of Nurses and Therapists.

Salary Adjustment

The parties agree to enter into the 2023 Side Letter re: Salary Adjustment

The Parties agree to a side letter adjusting the salary of Supervisors of Nurses & Therapists.

Uniform Allowance

The parties agree to enter into the 2023 Side Letter re: Uniform Increase

The Parties agree to a side letter increasing the uniform allowance.

47. ADULT EDUCATION TEACHERS

On the same day as the June Adult Education consultation meeting the UFT and the Board shall convene a meeting to discuss (i) the upcoming Adult Education school calendar and adjustments if necessary; and (ii) "owed hours" for Adult Education Teachers.

48. SIGN LANGUAGE INTERPRETERS

Amend Level IV of Article 3A3 of the Sign Language Interpreters' CBA as follows:

Level IV: Basic screening plus a BA or BS degree and one of the following:

- Certificate of Interpretation (CI) from the Registry of Interpreters for the Deaf; (RID, Inc.); or
- Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID, Inc.); or
- National Association of the Deaf certification Level III; ~~or~~
- ~~National Interpreting Certificate (NIC) Certified from the Registry of Interpreters for the Deaf (RID, Inc.).~~

Amend Level V of Article 3A3 of the Sign Language Interpreters' CBA as follows:

Certificate of Interpretation (CI) and Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID, Inc.); or

- National Interpreter Certificate (NIC) ~~Advanced~~ from the Registry of Interpreters for the Deaf (RID, Inc.); or
- Certificate of Deaf Interpreter (CDI) from the Registry of Interpreters for the Deaf (RID, Inc.); or
- Comprehensive Skills Certificate (CSC) from the Registry of Interpreters for the Deaf (RID, Inc.); or
- National Association of the Deaf interpreter certification Level IV.

49. OCCASIONAL PER DIEM TEACHERS

Rating

Per diem substitutes who work in multiple schools during the school year may be rated only by schools at which the per diem substitute worked at least 30 days.

Q-Status

The Parties agree to include the following in the 2023 Guidance Side Letter:

The Board will issue detailed annual guidance to schools and field offices regarding the requirements and benefits when occasional per diem substitute teachers are eligible for and

therefore transition to Q payroll status. The guidance will include step-by-step instructions necessary to ensure timely implementation.

50. ADMINISTRATIVE EDUCATION ANALYSTS/OFFICERS

Workload

A Labor management Committee comprised of an equal number of members selected by the Board and the Union shall meet once a term to discuss issues of workload, staffing compensatory time, overtime, and responsibility-based increases. This committee shall discuss Administrative Education Analysts/Officers and Education Analysts/Officers. The parties may agree on additional meetings as needed.

Reorganization

If there is a school system reorganization where offices are being dissolved, relocated or moved that affects Administrative Education Officers, Administrative Education Analysts, Education Officers or Education Analysts, and there are multiple work location options as a result of the reorganization, each impacted employee can express their preference for up to three of the new work locations, and these preferences will be honored if advisable and feasible.

Terminal Leave

Modify Article 11IVf1 of the Teachers' CBA to read:

1. Administrative Education Officers and Administrative Education Analysts covered by this Agreement shall be entitled to all leaves set forth in the Rules and Regulations Governing Non-pedagogical Administrative Employees except Terminal Leave. Administrative Education Officers and Administrative Education Analysts covered by this Agreement who resign or retire shall, upon application, receive termination pay on a basis of one half of up to 200 days of the unused sick leave accumulated. ~~If the resignation or retirement becomes effective at any time other than the end of a school year, sick leave for the period of service during that school year shall be paid at the rate of one day for each two full months of service.~~

Termination pay pursuant to this provision shall be paid in three equal cash installments payable two months, fourteen months and twenty-six months following his/her termination date.

Redeployment

In the event of a systemwide staffing or other emergency as determined by the Chancellor and after consultation with the UFT President, Administrative Education Analysts and Administrative Education Officers may be redeployed to provide administrative or other support in schools.

51. AUDIOLOGISTS-UFT

The Board will reimburse Audiologists \$294 once every three years for renewing their New York State license.

52. MISCELLANEOUS

a. Unless expressly stated otherwise, the provisions of this Agreement apply to the bargaining units and titles covered in paragraph 3 above and will be incorporated into the individual unit agreements as applicable.

b. In the event any inconsistency exists between the terms contained in this Agreement and the expired collective bargaining agreements, this Agreement shall be determinative.

53. 2023 SIDE LETTERS

The parties agree to enter into the side letters (annexed hereto collectively as APPENDIX B). Such side letters shall be annexed to the CBA as an appendix.

54. INTERIM AGREEMENTS

The agreements (annexed hereto collectively as APPENDIX C) reached during the term of the collective bargaining agreements effective November 1, 2009 to February 13, 2019 are to be included in the applicable successor agreements subject to such modifications as are required by this agreement and its Appendices.

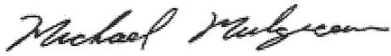
55. RATIFICATION

This Agreement is subject to ratification by the Union, and adoption by the Board of Education for the City School District of the City of New York.

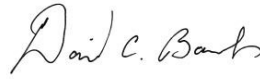
56. SAVINGS CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

WHEREFORE, we have hereunto set our hands and seals this 13th day of June, 2023.



Michael Mulgrew
President, United Federation of Teachers
Local 2, AFL, AFL-CIO



David C. Banks
Chancellor
Board of Education for the City School
District of the City of New York



Dr. Angela Green
Chairperson
Board of Education for the City School District of
the City of New York



Renee Campion
Commissioner
Office of Labor Relations

From: Beth A. Norton bnorton@uft.org
Subject: Re: [EXTERNAL] Norton--TRS requested information for their legal team
Date: May 4, 2024 at 7:12:36 PM
To: Lucio Celli enzo0mad@icloud.com
Cc: TRSDisability TRSDisability@trs.nyc.ny.us

You can submit the MOA, which is available on our website:

MEMORANDUM OF AGREEMENT (the "MOA" or "Agreement") entered into this 13th day of June, 2023 by and between the Board of Education of the City School District of the City of New York (the "Board") and the United Federation of Teachers, Local 47, AF-CIO (the "Union") modifying certain collective bargaining agreements between the Board and the Union that expire on September 13, 2022, as set forth more particularly below.

1. INTRODUCTION

The collective bargaining agreements between the Board and the Union which expired on September 13, 2022, covering the titles and/or bargaining units set forth in paragraph 3, below, shall be succeeded by successor agreements that shall continue all their terms and conditions except as modified or amended below.

2. DURATION

The terms of the successor agreements shall be from September 14, 2022 through November 28, 2027.

3. WAIVES

Salaries and Rates of Pay

The salaries and rates of pay for the employees in the bargaining units covered by this Agreement are set forth in and attached hereto as Appendix A. They cover the following titles and rates of pay:

1. Teacher
2. Teacher's Assistant
3. Teacher Aide
4. Educational Assistant
5. Educational Assistant A - I
6. Educational Assistant A - II
7. Educational Assistant B
8. Educational Associate
9. Auxiliary Trainer
10. Bilingual Professional Assistant
11. Guidance Counselor
12. School Psychologist and School Social Worker and related titles
13. School Secretary and related titles
14. Laboratory Specialist and Technician
15. Mental Health Worker
16. Attendance Teacher
17. Bilingual Teacher in School and Community Relations
18. Education Administrator
19. Education Analyst/Officer
20. Associate Education Analyst/Officer
21. School Medical Inspector
22. Director and Assistant Director of Alcohol and Substance Abuse Programs
23. Registered Nurse, Occupational Therapist, Physical Therapist and related titles
24. Supervising Nurse, Supervising Physical Therapist and Supervising Occupational Therapist
25. Adult Education Teacher

1

DOE-MOA
PDF Document · 1.6 MB

The relevant provision is paragraph 10 on page 19

Beth A. Norton
General Counsel
United Federation of Teachers

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Dear Ms. Norton,

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Mr. Celli,

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Regards,

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I dont remember the timeframe, but it has been at least a month since she asked. If you have already sent, please inform me

If you could send what was requested by TRS (Ms. Bowens), so that their counsel could review this information and decide

Thanks

On May 4, 2024, at 11:26 AM, Lucio Celli <enzo0mad@icloud.com> wrote:

Dear Respect For All , FOIL of DOE, NYSED diversity Mr. Goulden (FOIL of Law Dept), Ms. Holland-Rudd, Ms. Hogan, Mr. Gerstenhaber, TRS, Mr. Yu, Ms. Vladeck, Chancellor Banks, and Ms. Vazquez: (one email to cover it all)

TRS: Could the emails to the upper DOE, DOI, and Law Dept count in replacement of OORS report? As those emails were ALWAYS within the 24 hours, as this would show what Friedman's aide apologize for (could NOT list each incident, as too many to list) with Carter and Peters had the same knowledge as Friedman did.

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Mr. Brown: This relates to your email to Hon. O'Donnell (grievances that you provided)—the missing information relates to 9 months of pension and, in part, to the retro because the first statement by the UFT/DOE—if you could prove that you were illegally detained, then you could have your retro AND THEN, the answers become truly outrageous, as I did not remember at the time because it was in the original PERB charge, but this issue was emailed to PERB, DOE, the federal judges—I don't know off hand if you were on those emails, to the judges, but Judge Engelmayer and I were going to have hearing about this and he informed me that I annoyed very important people within the judicial system that they have very important jobs—according to Engelmayer, I sent over 100 emails and according to Gerstenhaber the exact number was 106 with him lying saying that I cursed at him—I was hoping for 1,000 ...I didn't write any emails to him but he was cc'ed on them and I believe you were too—yet, he made it appear that I wrote those emails to him. He was not happy with me because he kept on ringingThe UFT and DOE annoys me and I have let the judges know because the DOE told me that Randi controls the courts. BUT, I was nice to the judge and I didn't say "no shit Sherlock or that's why f'ing emailed

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I already asked Ms. Vazquez and she is always truthful and has helped me, but I require much more than what she has the power to do

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situation. In addition, DOE's prior knowledge of my illegal arrest that they participated in because I lost 9 months of pension credit or more time because procedures were not followed I should have had more time—whether it was a week or more because I do know know how long hearing would have taken ---, which relates to anytime I apply for my pension with the fact that anytime I apply: the issue of retro wages with lost of 9 months of wages will impacts my finial pension amount. I do not if I will be approved for ordinary or accidental disability pension now (because the issue is statutory) or if I must to wait until 55 or older to file for my pension benefits. Either way, these issues come back into play because of pension)

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Records Access Officer:

Under the provisions of the New York Freedom of Information Law, Article 6 of the Public Officers Law, I hereby request records or portions thereof pertaining to

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As you know, the Freedom of Information

Law requires that an agency respond to a request within five business days of receipt of a request. Therefore, I would appreciate a response as soon as possible and look forward to hearing from you shortly. If for any reason any portion of my request is denied, please inform me of the reasons for the denial in writing and provide the name and address of the person or body to whom an appeal should be directed.

Mr. Gerstanhaber, does this show that I have a need and a future need?

To everyone: Lastly, if I am not around...my brother has my power of attorney so please include him until further

notice gmcelli@verizon.net

To Everyone:

Please email my brother and I, if there is an appeal needed to be filed

Please email my brother, TRSDisability@trs.nyc.ny.us and me the information—if the emails are provided

Lucio Celli

[Click to Download](#)

signed_injury.pdf
27.9 MB

<RE accident report .pdf>

From: Lucio Celli enzo0mad@icloud.com
Subject: Re: [EXTERNAL] Norton--TRS requested information for their legal team
Date: May 4, 2024 at 7:17:30 PM
To: Beth A. Norton bnorton@uft.org
Cc: TRSDisability TRSDisability@trs.nyc.ny.us

Thanks and I will mail it

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<preview.png>

DOE-MOA
PDF Document · 1.6 MB

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I also include Mr. Carter of Law Dept, Mr. Goulden because Carter was also included in all emails...the same timeframe...with I hope you do not play the same game because it is a policy that you would have violated if Mr. Gerstenhaber did not find them

I also include Mr. Peters of DOI, Ms. Holland-Rudd because he was included in all emails, too. The same timeframe. I hope that you do not play the same game as the Law Dept played

As you know, the Freedom of Information Law requires that an agency respond to a request within five business days of receipt of a request. Therefore, I would appreciate a response as soon as possible and look forward to hearing from you shortly. If for any reason any portion of my request is denied, please inform me of the reasons for the denial in writing and provide the name and address of the person or body to whom an appeal should be directed.

Mr. Gerstanhaber, does this show that I have a need and a future need?

To everyone: Lastly, if I am not around...my brother has my power of attorney so please

include him until further
notice gmcelli@verizon.net

To Everyone:

Please email my brother and I, if there is an
appeal needed to be filed

Please email my
brother, TRSDisablity@trs.nyc.ny.us and me
the information—if the emails are provided

Lucio Celli

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